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## Letter dated 8 February 2005 from the Permanent Representative of the Sudan to the United Nations addressed to the President of the Security Council

As you are aware, the Government of the Republic of the Sudan and the Sudan People's Liberation Movement/Army signed a Comprehensive Peace Agreement on 9 January 2005, in Nairobi, Kenya, witnessed by the international community.

In this regard, and upon instructions from my Government, I have the honour to submit to you a copy of the signed Comprehensive Peace Agreement (see annex),* and I would highly appreciate it if this letter and its annex could be circulated as a document of the Security Council.

The Government of the Republic of the Sudan looks forward to the support of the international community and its efforts to implement the Agreement.

(*Signed*) Elfatih **Erwa**
Permanent Representative

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* The Comprehensive Peace Agreement is reproduced in the language of submission only.

**Annex to the letter dated 8 February 2005 from the Permanent Representative of the Sudan to the United Nations addressed to the President of the Security Council**

# The Comprehensive Peace Agreement

Between

## The Government of The Republic of The Sudan

and

## The Sudan People's Liberation Movement/Sudan People's Liberation Army

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# LIST OF ABBREVIATIONS

| | |
|---|---|
| AA | Abyei Area |
| AAC | Abyei Area Council |
| AASC | Abyei Area Security Committee |
| ABC | Abyei Boundaries Commission |
| A/C | Account |
| AEC | Assessment and Evaluation Commission |
| AJMC | Area Joint Military Committee |
| ARC | Abyei Referendum Commission |
| ASAs | Agreement on Security Arrangements |
| AU | African Union |
| Bde Hqs | Brigade Headquarters |
| BGR | Bahr El Ghazal Region |
| BNL | Bicameral National Legislature |
| BOD | Board of Directors of the Central Bank of Sudan |
| BOSS | Bank of Southern Sudan |
| BRA | Banking Regulatory Act |
| CAA | Chief Administrator for Abyei |
| CA | Courts of Appeal |
| CBOS | Central Bank of Sudan |
| CC | Constitutional Court |
| CCA | Comprehensive Ceasefire Agreement |
| CFA | Ceasefire Agreement |
| CFM | Ceasefire Modalities |
| CID | Criminal Investigation Department |
| CJMC | Ceasefire Joint Military Committee |
| CPA | Comprehensive Peace Agreement |
| CPC | Ceasefire Political Commission |
| CPMT | Civilian Protection Monitoring Team |
| CRC | Convention on the Rights of the Child |
| CS | Civil Service |
| CSR | Convention on Status of Refugees |

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|---|---|
| CSS | Constitution of Southern Sudan |
| DD | D-Day |
| DDR | Disarmament, Demobilization and Reintegration |
| DDRR | Demobilization, Disarmament, Re-Integration and Reconciliation |
| DG | Deputy Governor |
| DOP | (IGAD) Declaration of Principles |
| EC | Electoral Commission |
| EC | Executive Council |
| ECM | Executive Council of Ministers |
| FFAMC | Fiscal and Financial Allocation and Monitoring Commission |
| FOB | Free on Board |
| FX | Foreign Exchange |
| GONU/GNU | Government of National Unity |
| GOS | Government of the Republic of Sudan/Government of Sudan |
| GOSS | Government of Southern Sudan |
| GST | General Sales Tax |
| HDI | Human Development Index |
| HQ | Headquarters |
| HRC | Human Rights Commission |
| ICHPR | International Charter on Human and Peoples Rights |
| ICRC | International Committee of the Red Cross |
| ID | Identity Card |
| IDPs | Internally Displaced Persons |
| IGAD | Inter-Governmental Authority on Development |
| IMF | International Monetary Fund |
| IMS | IGAD Member States |
| INC | Interim National Constitution |
| Inf. Bn. | Infantry Battalion |
| IP | Interim Period |
| IPF | IGAD Partner's Forum |
| JAM | Joint Assessment Mission |
| JAM CCG | Joint Assessment Mission Core Coordination Group |

| | |
|---|---|
| JDB | Joint Defence Board |
| JIUs | Joint/Integrated Units |
| JMC | Joint Military Commission (for the Nuba Mountains) |
| JMTs | Joint Military Teams |
| JNTT | Joint National Transition Team |
| JSS | Judiciary of Southern Sudan |
| LEC | Local Executive Council |
| LG | Local Government |
| LICUS | Low Income Countries Under Stress |
| M-Day | Mandate Day (UN) |
| MDTF | Multi-Donor Trust Fund |
| MDTFs | Multi-Donor Trust Funds |
| MEM | Ministry of Energy and Mining |
| MIC | Ministry of International Corporation |
| MOF | Ministry of Finance |
| MOU | Memorandum of Understanding |
| MOU-CH | Memorandum of Understanding on Cessation of Hostilities |
| MP | Machakos Protocol |
| NA | National Assembly |
| NAC | National Audit Chamber |
| NC | National Capital |
| NCA | National Congress Act |
| NCA | National Court of Appeal |
| NLC | National Liberation Council (of SPLM/A) |
| NCOs | Non-Commissioned Officers |
| NCP | National Congress Party |
| NCRC | National Constitutional Review Commission |
| NSC | National Civil Service |
| NCSC | National Civil Service Commission |
| NCSG | Northern Civil Society Groups |
| NDDRC | Northern Sudan DDR Commission |
| NDDRCC | National DDR Coordination Council |

| | |
|---|---|
| NE | National Executive |
| NEC | National Electoral Commission |
| NG | National Government |
| NGOs | Non-governmental Organizations |
| NJSC | National Judicial Service Commission |
| NL | National Legislature |
| NLC | National Land Commission |
| NLC | National Liberation Council |
| NM | Nuba Mountains |
| NMDTF | National Multi-Donor Trust Fund |
| NPC | National Petroleum Commission |
| NPCA | National Population Census Act |
| NPF | Northern Political Forces |
| NRDF | National Reconstruction and Development Fund |
| NRF | National Revenue Fund |
| NSA | National Security Act |
| NSC | National Supreme Court |
| NSS | National Security Service |
| OAG | Other Armed Groups |
| OAGs CC | Other Armed Groups Collaborative Committee |
| ORSA | Oil Revenue Stabilization Account |
| PAEC | Parliamentary Assessment and Evaluation Commission |
| PC | Presidential Council |
| PCA | Permanent Ceasefire Agreement |
| PIP | Pre-Interim Period |
| POW | Prisoners of War |
| PSP | Power Sharing Protocol |
| SA | Security Arrangements |
| SAF | Sudan Armed Forces |
| SC | State Constitution |
| SCM | State Council of Ministers |
| SSDDRC | Southern Sudan DDR Commission |

| | |
|---|---|
| SIC | State Interim Constitution |
| SJ | State Judiciary |
| SK | Southern Kordofan |
| SL | State Legislature |
| SLC | State Land Commission |
| SNAF | Sudan National Armed Forces |
| SOFA | Status of Forces Agreement |
| SOMA | Status of Mission Agreement |
| SP | State Police |
| SPF | Southern Political Forces |
| SPLA | Sudan People's Liberation Army |
| SPLM | Sudan People's Liberation Movement |
| SPLM/A | Sudan People's Liberation Movement/Sudan People's Liberation Army |
| SPS | State Police Service |
| SPS | Special Administrative Status |
| SRS | State Revenue Sources |
| SSC | State Security Committee |
| SSC | Southern Sudan Constitution |
| SSL | Southern Sudan Legislature |
| SSL | Southern Sudan Laws |
| SSLC | Southern Sudan Land Commission |
| SSMDTF | Southern Sudan Multi-Donor Trust Fund |
| SSRDF | Southern Sudan Reconstruction and Development Fund |
| SSSC | Southern Sudan Supreme Court |
| UN | United Nations |
| UNAMIS | United Nations Advanced Mission in Sudan |
| UNDP | United Nations Development Programme |
| UNDPKO | United Nations Department of Peacekeeping Operations |
| UNFPA | United Nations Population Fund |
| UNHCR | United Nations High Commission/High Commissioner for Refugees |

| | |
|---|---|
| UNICEF | United Nations International Children's Emergency Fund |
| VAT | Value Added Tax |
| VMM | Verification and Monitoring Team |
| VMT | Verification and Monitoring Team |
| WB | World Bank |
| WK | Western Kordofan |
| WSA | Wealth Sharing Agreement |

# CHAPEAU OF THE COMPREHENSIVE PEACE AGREEMENT

**WHEREAS** the Government of the Republic of the Sudan (GOS) and the Sudan People's Liberation Movement/Sudan People's Liberation Army (SPLM/A) (hereinafter referred to as the "Parties"), having met in continuous negotiations between May 2002 and December 2004, in Karen, Machakos, Nairobi, Nakuru, Nanyuki and Naivasha, Kenya, under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, and, in respect of the issues related to the Conflict Areas of Southern Kordofan and Blue Nile States and Abyei Area, under the auspices of the Government of the Republic of Kenya;

**CONSCIOUS** that the conflict in the Sudan is the longest running conflict in Africa; that it has caused tragic loss of life, destroyed the infrastructure of the country, eroded its economic resources and caused suffering to the people of the Sudan;

**MINDFUL** of the urgent need to bring peace and security to the people of the Sudan who have endured this conflict for far too long;

**AWARE** of the fact that peace, stability and development are aspirations shared by all people of the Sudan;

**IN PURSUANCE OF** the commitment of the Parties to a negotiated settlement on the basis of a democratic system of governance which, on the one hand, recognizes the right of the people of Southern Sudan to self-determination and seeks to make unity attractive during the Interim Period, while at the same time is founded on the values of justice, democracy, good governance, respect for fundamental rights and freedoms of the individual, mutual understanding and tolerance of diversity within the realities of the Sudan;

**RECORDING AND RECONFIRMING** that in pursuance of this commitment the Parties duly reached agreement on the following texts: the Machakos Protocol, dated 20th July, 2002 which is set out in Chapter I of the Comprehensive Peace Agreement (CPA); the Agreement on Security Arrangements, dated 25th September, 2003 which is set out in Chapter VI of the CPA; the Agreement on Wealth Sharing, dated 7th January, 2004 which is set out in Chapter III of the CPA; the Protocol on Power Sharing, dated 26th May, 2004 which is set out in Chapter II of the CPA; the Protocol on the Resolution of the Conflict In Southern Kordofan and Blue Nile States, dated 26th May, 2004 which is set out in Chapter V of the CPA; and the Protocol on the Resolution of the Conflict in Abyei Area, dated 26th May, 2004 which is set out in Chapter IV of the CPA; and that the Security Council of the United Nations in its Resolution 1574 of 19th November, 2004, took note of these aforementioned Protocols and Agreements;

**RECOGNIZING** that the Parties have concluded an Agreement on a Permanent Ceasefire and Security Arrangements Implementation Modalities During the Pre-Interim and Interim Periods dated 31st December, 2004 which is set out in Annexure I of the

CPA, within the Framework of the Agreement on Security Arrangements of 25th September, 2003;

**FURTHER RECOGNIZING** that the Parties have also concluded the Agreement on the Implementation Modalities of the Protocols and Agreements dated 31st December, 2004 which is set out in Annexure II of the CPA;

**NOW HEREIN THE PARTIES JOINTLY ACKNOWLEDGE** that the CPA offers not only hope but also a concrete model for solving problems and other conflicts in the country;

**THE PARTIES FURTHER ACKNOWLEDGE** that the successful implementation of the CPA shall provide a model for good governance in the Sudan that will help create a solid basis to preserve peace and make unity attractive and therefore undertake to fully adhere to the letter and spirit of the CPA so as to guarantee lasting peace, security for all, justice and equality in the Sudan;

**NOW THEREFORE, THE PARTIES AGREE,** upon signing this Agreement, on the following:

(1) The Pre-Interim Period shall commence, and all the obligations and commitments specified in the CPA shall be binding in accordance with the provisions thereof;

(2) The CPA shall be comprised of the texts of the Protocols and Agreements already signed, together with this Chapeau, the Agreement on Permanent Ceasefire and Security Arrangements Implementation Modalities and Appendices as Annexure I and the Agreement on the Implementation Modalities and the Global Implementation Matrix and Appendices as Annexure II;

(3) The agreed Arabic and English texts of the CPA shall both be official and authentic. However, in the event of a dispute regarding the meaning of any provision of the text, and only if there is a difference in meaning between the Arabic and English texts; the English text shall be authoritative as English was the language of the peace negotiations.

(4) Upon compilation of the official and authentic Arabic and English texts of the CPA, the initialled copies of both texts shall be given to both Parties, and copies shall also be lodged with the United Nations, the African Union, IGAD Secretariat in Djibouti, the League of Arab States and the Republic of Kenya.

(5) All persons performing governmental functions shall continue to do so at the place at which they render such services or perform such functions unless or until redeployed or alternative instructions are received in accordance with the arrangements agreed to by the Parties.

(6) To establish such priority joint task teams, particularly the Joint National Transitional Team (JNTT), the Abyei Boundaries Commission (ABC), the Constitutional Task Team and the Joint Technical Team on "New National Currency" as required to facilitate and prepare for the operationalization of the Agreement once it is put into force;

(7) To take the necessary steps to ensure the effective implementation of the Permanent Ceasefire;

(8) To take such steps as are necessary to ensure that resources and funds are available for the establishment of the structures, bodies and institutions contemplated by the CPA especially the establishment of the Government of Southern Sudan;

**THE PARTIES EXPRESS THEIR GRATITUDE** for the persistent efforts of the Facilitators, the IGAD Member States, and the International Community in assisting the people of the Sudan to return to peace and stability, and in particular, to the African Union, IGAD Partners Forum, the United Nations, and the Governments of Italy, Norway, United Kingdom and the United States of America for their support for the IGAD Peace Initiative and their unwavering interest and consistent endeavours in support of the Peace Process;

**THE PARTIES JOINTLY APPEAL** to the Regional and International Community and call on Organizations and States which have been requested to witness the signing of this Agreement to provide and affirm their unwavering support to the implementation of the CPA, and further appeal to them to avail resources for the necessary and urgent programmes and activities of the transition to peace as contemplated and agreed herein;

**THE PARTIES RECOGNIZE** the enormity of the tasks that lie ahead in successfully implementing the Comprehensive Peace Agreement and in signing below and before the witnesses here present, they reconfirm their commitment to implement the Comprehensive Peace Agreement fully and jointly.

**H.E. Ali Osman Mohamed Taha**
First Vice President of the Republic
of the Sudan
On behalf of the Government
Of the Republic of the Sudan

**Dr. John Garang de Mabior**
Chairman of the Sudan
People's Liberation Movement/Sudan
People's Liberation Army
on behalf of the Sudan People's
Liberation Movement/Sudan People's
Liberation Army

WITNESSED BY:

**H.E. Hon. Mwai Kibaki**
President of the Republic of Kenya
On behalf of the IGAD
Sub-Committee on the Sudan

**H.E. Hon. Yoweri Kaguta Museveni**
President of the Republic of Uganda
On Behalf of IGAD Member States

**H.E. Mr. Ahmed Aboul Gheit**
Egyptian Minister of Foreign Affairs
On behalf of the Government of the Republic of Egypt

**Senator Alfredo Mantica**
Deputy Minister for Foreign Affairs
On behalf of the Government of Italy

Racke

**H.E Mr. Fred Racke**
Special Envoy of the Netherlands
On behalf of the Royal Kingdom of the Netherlands

Racke

Hilde F. Johnson

**H.E Ms. Hilde F. Johnson**
Minister of International Development
On behalf of the Royal Norwegian Government

H Benn

**Right Hon. Hilary Benn, M.P.**
Secretary of State for International Development
On behalf of the United Kingdom and Northern Ireland

**Mr. Colin L. Powell**
United States Secretary of State
On behalf of the United States of America

**H.E. Mr. Alpha Oumar Konare**
Chairperson of the African Union
On behalf of the African Union

**Hon. Charles Goerens**
Minister of Development Co-operation of Netherlands
On behalf of the European Union

**H.E. Ms. Hilde F. Johnson**
Minister of International Development
On behalf of the IGAD Partners Forum (IPF)

**Senator Alfredo Mantica**
Deputy Minister for Foreign Affairs
On behalf of the IGAD Partners Forum (IPF)

**H.E Mr. Amre Moussa**
Secretary General of the League of Arab States
On behalf of the League of Arab States

**H.E. Mr. Jan Pronk**
Special Representative of the Secretary General in the Sudan
On behalf of the United Nations

# CHAPTER I

# THE MACHAKOS PROTOCOL

*SIGNED AT MACHAKOS, KENYA ON 20TH JULY, 2002*

# THE PREAMBLE, PRINCIPLES, AND THE TRANSITION PROCESS

**WHEREAS** the Government of the Republic of the Sudan and the Sudan People's Liberation Movement/Sudan People's Liberation Army (hereafter referred to as the Parties) having met in Machakos, Kenya, from 18th June, 2002 through 20th July, 2002; and

**WHEREAS** the Parties are desirous of resolving the Sudan Conflict in a just and sustainable manner by addressing the root causes of the conflict and by establishing a framework for governance through which power and wealth shall be equitably shared and human rights guaranteed; and

**MINDFUL** that the conflict in the Sudan is the longest running conflict in Africa, that it has caused horrendous loss of life and destroyed the infrastructure of the country, wasted economic resources, and has caused untold suffering, particularly with regard to the people of South Sudan; and

**SENSITIVE** to historical injustices and inequalities in development between the different regions of the Sudan that need to be redressed; and

**RECOGNIZING** that the present moment offers a window of opportunity to reach a just peace agreement to end the war; and

**CONVINCED** that the rejuvenated IGAD peace process under the chairmanship of the Kenyan President, H.E. Daniel T. arap Moi, provides the means to resolve the conflict and reach a just and sustainable peace; and

**COMMITTED** to a negotiated, peaceful, comprehensive resolution to the conflict based on the Declaration of Principles (DOP) for the benefit of all the people of the Sudan;

**NOW THEREFORE**, the Parties hereby agree as follows:

## PART A: AGREED PRINCIPLES

1.1 That the unity of the Sudan, based on the free will of its people democratic governance, accountability, equality, respect, and justice for all citizens of the Sudan is and shall be the priority of the Parties and that it is possible to redress the grievances of the people of South Sudan and to meet their aspirations within such a framework.

1.2 That the people of South Sudan have the right to control and govern affairs in their region and participate equitably in the National Government.

1.3 That the people of South Sudan have the right to self-determination, *inter alia*, through a referendum to determine their future status.

1.4 That religion, customs and traditions are a source of moral strength and inspiration for the Sudanese people.

1.5 That the people of the Sudan share a common heritage and aspirations and accordingly agree to work together to:

1.5.1 Establish a democratic system of governance taking account of the cultural, ethnic, racial, religious and linguistic diversity and gender equality of the people of the Sudan.
1.5.2 Find a comprehensive solution that addresses the economic and social deterioration of the Sudan and replaces war not just with peace, but also with social, political and economic justice which respects the fundamental human and political rights of all the Sudanese people.
1.5.3 Negotiate and implement a comprehensive ceasefire to end the suffering and killing of the Sudanese people.
1.5.4 Formulate a repatriation, resettlement, rehabilitation, reconstruction and development plan to address the needs of those areas affected by the war and redress the historical imbalances of development and resources allocation.
1.5.5 Design and implement the Peace Agreement so as to make the unity of the Sudan an attractive option especially to the people of South Sudan.
1.5.6 Undertake the challenge by finding a framework by which these common objectives can be best realized and expressed for the benefit of all the Sudanese.

## PART B: THE TRANSITION PROCESS

In order to end the conflict and to secure a peaceful and prosperous future for all the people of the Sudan and in order to collaborate in the task of governing the country, the Parties hereby agree to the implementation of the Peace Agreement in accordance with the sequence, time periods and process set out below.

2. There shall be a Pre-Interim Period, the duration of which shall be six (6) months.

2.1 During the Pre-Interim Period:

- a) The institutions and mechanisms provided for in the Peace Agreement shall be established;
- b) If not already in force, there shall be a cessation of hostilities with appropriate monitoring mechanisms established;
- c) Mechanisms to implement and monitor the Peace Agreement shall be created;
- d) Preparations shall be made for the implementation of a comprehensive ceasefire as soon as possible;
- e) International assistance shall be sought; and
- f) A Constitutional Framework for the Peace Agreement and the institutions referred to in 2.1 (a) shall be established.

2.2 The Interim Period will commence at the end of the Pre-Interim Period and shall last for six (6) years.

2.3 Throughout the Interim Period:

- a) The institutions and mechanisms established during the Pre-Interim Period shall be operating in accordance with the arrangements and principles set out in the Peace Agreement.
- b) If not already accomplished, the negotiated comprehensive ceasefire will be implemented and international monitoring mechanisms shall be established and operationalized.

2.4 An independent Assessment and Evaluation Commission(AEC) shall be established during the Pre-Interim Period to monitor the implementation of the Peace Agreement and conduct a mid-term evaluation of the unity arrangements established under the Peace Agreement.

2.4.1 The composition of the Assessment and Evaluation Commission shall consist of equal representation from the GOS and the SPLM/A, and not more than two (2) representatives, respectively, from each of the following categories:

2.4.1.1 Member states of the IGAD Sub-Committee on Sudan (Djibouti, Eritrea, Ethiopia, Kenya and Uganda);
2.4.1.2 Observer States (Italy, Norway, UK and US); and
2.4.1.3 Any other countries or regional or international bodies to be agreed upon by the Parties.

2.4.2 The Parties shall work with the Commission during the Interim Period with a view to improving the institutions and arrangements created under the Agreement and making the unity of Sudan attractive to the people of South Sudan.

2.5 At the end of the six (6) year Interim Period there shall be an internationally monitored referendum, organized jointly by the GOS and the SPLM/A, for the people of South Sudan to: confirm the unity of the Sudan by voting to adopt the system of government established under the Peace Agreement; or to vote for secession.

2.6 The Parties shall refrain from any form of unilateral revocation or abrogation of the Peace Agreement.

## STATE AND RELIGION

Recognizing that Sudan is a multi-cultural, multi-racial, multi-ethnic, multi-religious and multi-lingual country and confirming that religion shall not be used as a divisive factor, the Parties hereby agree as follows:

6.1 Religions, customs and beliefs are a source of moral strength and inspiration for the Sudanese people.

6.2 There shall be freedom of belief, worship and conscience for followers of all religions or beliefs or customs and no one shall be discriminated against on such grounds.

6.3 Eligibility for public office, including the presidency, public service and the enjoyment of all rights and duties shall be based on citizenship and not on religion, beliefs or customs.

6.4 All personal and family matters including marriage, divorce, inheritance, succession and affiliation may be governed by the personal laws (including Sharia or other religious laws, customs or traditions) of those concerned.

6.5 The Parties agree to respect the following Rights:

6.5.1 To worship or assemble in connection with a religion or belief and to establish and maintain places for these purposes;
6.5.2 To establish and maintain appropriate charitable or humanitarian institutions;
6.5.3 To make, acquire and use to an adequate extent the necessary articles and materials related to the rites or customs of a religion or belief;
6.5.4 To write, issue and disseminate relevant publications in these areas;
6.5.5 To teach religion or belief in places suitable for these purposes;
6.5.6 To solicit and receive voluntary financial and other contributions from individuals and institutions;
6.5.7 To train, appoint, elect or designate by succession appropriate leaders called for by the requirements and standards of any religion or belief;
6.5.8 To observe days of rest and to celebrate holidays and ceremonies in accordance with the precepts of one's religious beliefs;
6.5.9 To establish and maintain communications with individuals and communities in matters of religion and belief and at the national and international levels;
6.5.10 For avoidance of doubt, no one shall be subject to discrimination by the National Government, state, institutions, group of persons or person on grounds of religion or other beliefs.

6.6 The Principles enumerated in Section 6.1 through 6.5 shall be reflected in the Constitution.

## PART C: STRUCTURES OF GOVERNMENT

To give effect to the agreements set out in Part A, the Parties, within a framework of a unified Sudan which recognizes the right to self-determination for the people of Southern Sudan, hereby agree that with respect to the division of powers and the structures and functions of the different organs of government, the political framework of governance in the Sudan shall be structured as follows:

### 3.1 Supreme Law

3.1.1 The National Constitution of the Sudan shall be the Supreme Law of the land All laws must comply with the National Constitution. This Constitution shall regulate the relations and allocate the powers and functions between the different levels of government as well as prescribe the wealth sharing arrangements between the same. The National Constitution shall guarantee freedom of belief, worship and religious practice in full to all Sudanese citizens.

3.1.2 A representative National Constitutional Review Commission (NCRC) shall be established during the Pre-Transition Period which shall have as its first task the drafting of a Legal and Constitutional Framework to govern the Interim Period and which incorporates the Peace Agreement.

3.1.3 The Framework mentioned above shall be adopted as shall be agreed upon by the Parties.

3.1.4 During the Interim Period an inclusive Constitutional Review Process shall be undertaken.

3.1.5 The Constitution shall not be amended or repealed except by way of special procedures and qualified majorities in order that the provisions of the Peace Agreement are protected.

### 3.2 National Government

3.2.1 There shall be a National Government which shall exercise such functions and pass such laws as must necessarily be exercised by a sovereign state at national level. The National Government in all its laws shall take into account the religious and cultural diversity of the Sudanese people.

3.2.2 Nationally enacted legislation having effect only in respect of the states outside Southern Sudan shall have as its source of legislation Sharia and the consensus of the people.

3.2.3 Nationally enacted legislation applicable to the Southern States and/or the Southern Region shall have as its source of legislation popular consensus, the values and the customs of the people of Sudan (including their traditions and religious beliefs, having regard to Sudan's diversity).

3.2.4 Where national legislation is currently in operation or is enacted and its source is religious or customary law, then a state or region, the majority of whose residents do not practice such religion or customs may:

- (i) Either introduce legislation so as to allow or provide for institutions or practices in that region consistent with their religion or customs, or
- (ii) Refer the law to the Council of States for it to approve by two-thirds ($^{2}/_{3}$) majority or initiate national legislation which will provide for such necessary alternative institutions as is appropriate.

# THE RIGHT TO SELF-DETERMINATION FOR THE PEOPLE OF SOUTH SUDAN

1.3 That the people of South Sudan have the right to self-determination, *inter alia,* through a referendum to determine their future status.

2.4 An independent Assessment and Evaluation Commission shall be established during the Pre-Transition Period to monitor the implementation of the Peace Agreement during the Interim Period. This Commission shall conduct a mid-term evaluation of the unity arrangements established under the Peace Agreement.

2.4.1 The composition of the Assessment and Evaluation Commission shall consist of equal representation from the GOS and the SPLM/A, and not more than two (2) representatives, respectively, from each of the following categories:

2.4.1.1 Member states of the IGAD Sub-Committee on Sudan (Djibouti, Eritrea, Ethiopia, Kenya and Uganda);

2.4.1.2 Observer States (Italy, Norway, UK and US); and

2.4.1.3 Any other countries or regional or international bodies to be agreed upon by the Parties.

2.4.2 The Parties shall work with the Commission during the Interim Period with a view to improving the institutions and arrangements created under the Agreement and making the unity of Sudan attractive to the people of South Sudan.

2.5 At the end of the six (6) year Interim Period there shall be an internationally monitored referendum, organized jointly by the GOS and the SPLM/A, for the people of South Sudan to: confirm the unity of the Sudan by voting to adopt the system of government established under the Peace Agreement; or to vote for secession.

2.6 The Parties shall refrain from any form of unilateral revocation or abrogation of the Peace Agreement.

# CHAPTER II

# POWER SHARING

*SIGNED AT NAIVASHA, KENYA ON 26TH MAY, 2004*

## PREAMBLE

**CONSCIOUS** of the need for an expeditious termination of Sudan's protracted and costly war;

**MINDFUL AND AWARE** of the yearning of all the Sudanese for a quick, just and sustainable peace;

**ENCOURAGED** by the progress made thus far in our pursuit for realizing Comprehensive Peace Agreement in the Sudan;

**DETERMINED** to crown the valuable achievement of this Peace Process by arriving at an equitable and fair formula for sharing power in the Sudan;

**RESOLVED** to usher in an era of responsible, just, transparent, people-led and integrity based governance;

**CONVINCED** that decentralization and empowerment of all levels of government are cardinal principles of effective and fair administration of the country;

**COGNIZANT** of the fact that the smooth and successful implementation of This Agreement shall, to a large measure, hinge on rallying the majority of the Sudanese people behind it; and

**CONVINCED** that the successful implementation of this Agreement shall provide a model for good governance in Sudan that shall help to create a solid basis to make unity of the country attractive and preserve peace;

**NOW THEREFORE,** the Government of the Sudan (GOS) and the Sudan People's Liberation Movement (SPLM) hereby agree as follows:-

# PART I

## 1. General Principles

1.1 In accordance with the Machakos Protocol agreed to at Machakos, Kenya, on 20th July, 2002, the following Protocol on Power Sharing forms an integral part of the overall Peace Agreement.

1.2 The Parties reaffirm their acceptance of the Agreed Principles (of Governance) as stipulated in the Machakos Protocol of 20th July, 2002. The modalities of implementation of these principles are the object of the present Protocol on Power Sharing.

1.3 In accordance with the Machakos Protocol, the structures of governments in the Sudan shall be as follows during the Interim Period:-

1.3.1 The National level of Government which shall exercise authority so as to protect and promote the national sovereignty of Sudan and the welfare of its people;

1.3.2 The Southern Sudan level of Government which shall exercise authority in respect of the people and States in the South;

1.3.3 The States throughout Sudan which shall exercise authority at the state level and render public services through the level of government close to the people; and

1.3.4 The level of local government throughout the Sudan.

1.4 The Parties agree that the following principles shall guide the distribution of powers and the establishment of structures:

1.4.1 Recognition of both the sovereignty of the nation as vested in its people as well as the need for autonomy of the Government of Southern Sudan and States throughout the Sudan;

1.4.2 Affirmation of the need for both national as well as state and Southern Sudan norms and standards so as to reflect the unity of the country and the diversity of the Sudanese people;

1.4.3 Acknowledgement of the need to promote the welfare of the people and protect their human rights and fundamental freedoms;

1.4.4 Recognition of the need for the involvement and participation of the people of South Sudan at all levels of government and National institutions as an expression of the national unity of the country;

1.4.5 Pursuit of good governance, accountability, transparency, democracy, and the rule of law at all levels of government to achieve lasting peace;

1.4.6 Recognizing the need to legitimize the arrangements agreed to herein, fair electoral laws shall be adopted, including the free establishment of political parties. Elections at all levels of government shall be held by universal adult suffrage.

## 1.5 Principles of Administration and Inter-Governmental Linkages:

1.5.1 In the administration of the Government of National Unity, the following provisions shall be respected:-

1.5.1.1 There shall be a decentralized system of government with significant devolution of powers, having regard to the National, Southern Sudan, State, and Local levels of government;

1.5.1.2 The Interim National Constitution, being the legal and constitutional framework text adopted as contemplated in paragraph 2.12.6 herein, shall be the Supreme Law of the land and the Southern Sudan Constitution, state constitutions, and the laws of all levels of government must comply with it;

1.5.1.3 The linkage between the National Government and the states in the Southern Sudan shall be through the Government of Southern Sudan, subject to paragraph 1.5.1.4 below, and as provided for in the Interim National Constitution and the Southern Sudan Constitution;

1.5.1.4 In their relationships with each other or with other government organs, all levels of government and particularly National, Southern Sudan, and State Governments shall:

(a) Respect each others' autonomy;
(b) Collaborate rather than compete, in the task of governing and assist each other in fulfilling each others' constitutional obligations;
(c) Perform their functions and exercise their powers so as:

    (i) Not to encroach on another level's powers or functions;
    (ii) Not to assume another level's powers or functions conferred upon it by the Constitution;
    (iii) To promote co-operation between them;
    (iv) To promote open communication between government and levels of government;
    (v) To strive to render assistance and support to other levels of government;
    (vi) To advance the good co-ordination of governmental functions;
    (vii) To adhere to procedures of inter-governmental interaction as agreed upon;

(viii) To promote amicable settlement of disputes before attempting litigation;

(ix) To respect the status and institutions of other levels of government.

(d) Allow the harmonious and collaborative interaction of the different levels of government within the context of national unity and for the achievement of a better quality of life for all.

## 1.6 Human Rights and Fundamental Freedoms:

1.6.1 The Republic of the Sudan, including all levels of Government throughout the country, shall comply fully with its obligations under the international human rights treaties to which it is or becomes a party. These include the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Rights of the Child, the Slavery Convention of 1926, as amended, and the related Supplementary Convention, the International Convention on the Suppression and Punishment of the Crime of Apartheid, the International Convention Against Apartheid in Sports, the Convention Relating to the Status of Refugees and the Related Protocol, and the African Charter on Human and People's Rights. The Republic of the Sudan should endeavor to ratify other human rights treaties which it has signed.

1.6.2. The rights and freedoms to be enjoyed under Sudanese law, in accordance with the provisions of the treaties referred to above, include in particular the following:-

### 1.6.2.1 Life

Every human being has the inherent right to life. This right shall be protected by law. No one shall be arbitrarily deprived of his/her life;

### 1.6.2.2 Personal Liberty

Everyone has the right to liberty and security of person. No one shall be subjected to arbitrary arrest or detention. No one shall be deprived of his/her liberty except on such grounds and in accordance with such procedures as are established by law;

### 1.6.2.3 Slavery

No one shall be held in slavery; slavery and the slave trade in all their forms shall be prohibited. No one shall be held in servitude or be required to perform forced or compulsory labour;

### 1.6.2.4 Torture

No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment;

### 1.6.2.5 Fair Trial

(a) Anyone who is arrested shall be informed, at the time of arrest, of the reasons for his/her arrest and shall be promptly informed of any charges against him/her;
(b) In the determination of any criminal charges against him/her, or of his/her rights and obligations in a suit at law, everyone shall be entitled to a fair and public hearing by a competent, independent and impartial tribunal established by law;
(c) Everyone charged with a criminal offence shall have the right to be presumed innocent until proved guilty according to law;
(d) No one shall be held guilty of any criminal offence on account of any act or omission which did not constitute a criminal offence under national or international law at the time when it was committed;
(e) In the determination of any criminal charge against him/her, everyone shall be entitled, in full equality, to be tried without undue delay, to be tried in his/her presence and to defend himself/herself in person or through legal assistance of his/her own choosing and to have legal assistance assigned to him/her in any case where the interests of justice so require.

### 1.6.2.6 Privacy

No one shall be subjected to arbitrary or unlawful interference with his/her privacy, family, home or correspondence;

### 1.6.2.7 Freedom of Thought, Conscience and Religion

Everyone shall have the right to freedom of thought, conscience and religion;

### 1.6.2.8 Freedom of Expression

Everyone shall have the right to freedom of expression;

### 1.6.2.9 Freedom of Assembly and Association

The right of peaceful assembly shall be recognized. Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of his/her interests;

### 1.6.2.10 Family and Marriage

(a) The family is the natural and fundamental group unit of society and is entitled to protection by society and the State;

(b) The right of men and women of marriageable age to marry and to found a family shall be recognized, according to their respective family laws.

### 1.6.2.11 Right to Vote

Every citizen shall have the right and the opportunity, without distinctions and unreasonable restrictions, to vote and to be elected at genuine periodic elections, which shall be by universal and equal suffrage and shall be held by secret ballot, guaranteeing the free expression of the will of the electors;

### 1.6.2.12 Equality Before the Law

All persons are equal before the law and are entitled without any discrimination to the equal protection of the law;

### 1.6.2.13 Freedom from Discrimination

The law shall prohibit any discrimination and guarantee to all persons equal and effective protection against discrimination on any ground such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status;

### 1.6.2.14 Freedom of Movement

Everyone has the right to liberty of movement and freedom to choose his/her residence;

### 1.6.2.15 The Rights of Children

Every child shall have, without any discrimination as to race, colour, sex, language, religion, national or social origin, property or birth, the right to such measures of protection as are required by his/her status as a minor.;

### 1.6.2.16 Equal Rights of Men and Women

(a) The equal right of men and women to the enjoyment of all civil and political rights set forth in the International Covenant on Civil and Political Rights and all economic, social, and cultural rights set forth in the International Covenant on Economic, Social and Cultural Rights shall be ensured;

(b) The human rights and fundamental freedoms embodied in the International Covenant on Civil and Political Rights (ICCPR) shall also be reflected in the Interim National Constitution. No derogation from these rights and freedoms shall be made under the Constitution or under the ICCPR except in accordance with the provisions thereof and only with the approval of the Presidency and the National Legislature, as required by Section 2.3.14 herein;

(c) These human rights and fundamental freedoms shall be monitored by the Human Rights Commission specified in paragraph 2.10.1.2 herein.

## 1.7 Reconciliation:

The Parties agree to initiate a comprehensive process of national reconciliation and healing throughout the country as part of the peace building process. Its mechanisms and forms shall be worked out by the Government of National Unity.

## 1.8 Population Census, Elections and Representation:

1.8.1 Population census throughout the Sudan shall be conducted and completed by the end of the second year of the Interim Period;

1.8.2 The preparation, planning and organization for the census shall commence as soon as the Peace Agreement is signed;

1.8.3 General Elections at all levels of government shall be completed by the end of the third year of the Interim Period;

1.8.4 Six months before the end of the periods referred to in Sub-Paragraphs 1.8.1 and 1.8.3 the Parties shall meet and review the feasibility of the dates set out in the above-mentioned sub-Paragraphs.

1.8.5 Certain considerations, while not conditional upon their completion, should be taken into account with respect to the timing of the elections (including, *inter alia*, resettlement, rehabilitation, reconstruction, repatriation, building of structures and institutions, and consolidation of the Peace Agreement);

1.8.6 Whoever runs in any election must respect, abide by, and enforce the Peace Agreement;

1.8.7 International observers shall participate in the observation of elections;

1.8.8 Representation of the north and the south at the National level shall be based on population ratio;

1.8.9 The percentages agreed herein are temporary and shall either be confirmed or adjusted on the basis of the census results.

# PART II

**2. Institutions at the National Level**

2.1 During the Interim Period, the Institutions at the National level shall consist of:-

- 2.1.1 The Legislature;
- 2.1.2 The Executive;
- 2.1.3 The Judiciary; and
- 2.1.4 The Institutions and Commissions specified in this Agreement and the Interim National Constitution.

2.2. The National Legislature:

2.2.1 There shall be a bicameral National Legislature comprised of:-
2.2.1.1 A National Assembly; and
2.2.1.2 A Council of States.

2.2.2. In the establishment of the National Legislature, the following principles shall apply:-

- 2.2.2.1. There shall be equitable representation of the people of South Sudan in both legislative chambers; and
- 2.2.2.2. Relevant considerations shall be taken into account in determining what constitutes equitable representation.

2.2.3 The National Legislature shall be structured and operate as follows:-

- 2.2.3.1 The National Assembly shall be elected in accordance with the procedures set forth by an impartial and representative Electoral Commission and in accordance with fair electoral laws;
- 2.2.3.2 There shall be a Council of States comprised of two representatives from each state;
- 2.2.3.3 Free and fair elections for the National Assembly shall be conducted in accordance with the Interim National Constitution governing the Interim Period. The date shall be determined by the Parties signatory to this Agreement, after consulting with the Electoral Commission.

2.2.4 Pending the elections referred to above, the National Assembly shall consist of such members representing the Parties to the Agreement, and other forces in the North and South so as to promote inclusiveness and stability, in such proportions to be determined by the parties prior to the conclusion of the Peace Agreement.

2.2.5 Prior to the Parliamentary elections, the seats of the National Assembly shall be allocated as follows:

(a) The National Congress Party (NCP) shall be represented by Fifty-Two Percent (52%);
(b) Sudan People's Liberation Movement (SPLM) shall be represented by Twenty- Eight Percent (28%);
(c) Other Northern political forces shall be represented by Fourteen Percent (14%);
(d) Other Southern political forces shall be represented by Six Percent (6%);

2.2.6 Both Chambers of the National Legislature shall approve the allocation of resources and revenues, in accordance with the agreement of Wealth Sharing. The National Assembly shall approve the annual National budget.

2.2.7 Amendments to the National Constitution shall require:-

2.2.7.1 The approval of three-quarters (75%) of all the members of each chamber, both chambers sitting separately, and only after introduction of the draft amendment at least two (2) months prior to debate;
2.2.7.2 Amendments to the Interim National Constitution affecting the provisions of the Peace Agreement may be introduced only with the approval of both Parties signatory to this Agreement;
2.2.7.3 A sixty-six and two-thirds percent (66.6%) majority in the Council of States is required to pass legislation that affects the interests of the states and a simple majority vote of both chambers is required to pass all other legislation.

2.2.8 Any bill duly approved by the National Legislature shall be signed into law by the President within thirty (30) days, failing which it shall be deemed to have been so signed. Where the President withholds his/her signature, he/she must present reasons for his/her refusal to so sign when re-introducing the bill to the National Legislature within the 30-day period stated herein. The Bill shall become law if the National Legislature again passes the bill by a two-thirds ($^2/_3$) majority of all the members of the respective house or houses and the assent of the President shall not be required.

2.2.9. The exclusive legislative powers of the National Legislature shall be in respect of the matters set forth in Schedule A, annexed hereto.

2.2.10 The concurrent legislative powers of the National Legislature shall be those matters as set forth in Schedule D, read together with Schedule F, annexed hereto.

2.2.11 The residual legislative powers shall be exercised in accordance with Schedule E annexed hereto.

2.2.12 Both chambers of the National Legislature shall elect their respective Speakers, Deputy Speakers and other officers at their first sitting. The two Parties shall be adequately represented in these offices.

2.2.13 Both Chambers of the National Legislature shall respectively determine their own rules, procedures, committees, and other matters of a similar nature.

## 2.3. The National Executive

2.3.1 The National Executive shall consist of the Presidency and a Council of Ministers.

2.3.2 There shall be established the Institution of the Presidency consisting of the President and two Vice Presidents.

2.3.3 The functions of the two Vice Presidents shall be clearly defined by the parties to this Agreement.

2.3.4 There shall be a partnership and collegial decision-making process within the Institution of the Presidency in order to safeguard the Peace Agreement.

2.3.5 Until such time as elections are held, the current incumbent President (or his successor) shall be the President and Commander-in-Chief of the Sudan Armed Forces (SAF). The current SPLM Chairman (or his successor) shall be the First Vice President and shall at the same time hold the posts of President of the Government of Southern Sudan (GOSS) and Commander-in-Chief of the Sudan People's Liberation Army (SPLA).

2.3.6 In respect of the following matters, the President shall take decisions with the consent of the First Vice President, namely:-

2.3.6.1 Declaration and termination of a state of emergency;
2.3.6.2 Declaration of war;
2.3.6.3 Appointments that the President is required to make according to the Peace Agreement, (to be specified); and
2.3.6.4 Summoning, adjourning, or proroguing the National Legislature.

2.3.7 The President shall be elected in national elections, the timing of which shall be subject to the agreement of the two parties. The President elect shall appoint two Vice Presidents, one from the South and the other from the North. If the President-elect is from the North, the position of the First Vice President shall be filled by the person who has been elected to the post of President of the Government of Southern Sudan, as the President's appointee to the said position. In the event that a person from the South wins the Presidential elections, the President-elect shall appoint the First Vice President from the North. All the other provisions in this Agreement relating to the presidency shall continue to apply.

2.3.8 Should the post of the President fall vacant, the functions of the President shall be assumed by a Presidential Council comprising of the Speaker of the National Assembly, the First Vice President and the Vice President.

2.3.8.1 The Speaker of the National Assembly shall be Chairperson of the Council in the period prior to elections, after elections the First Vice President shall be the chairperson of the Council;
2.3.8.2 The Presidential Council shall take its decision by consensus;
2.3.8.3 The Vice President shall be Commander-in-Chief of the Sudan Armed Forces (SAF).

2.3.9 Should the post of the President fall vacant in the period prior to elections, the Office of the President shall be filled by the nominee of the National Congress Party within two weeks.

2.3.10 Should the post of the President fall vacant in the period after the elections, the post shall be filled through presidential elections which shall be held within sixty (60) days.

2.3.11 Should the post of the First Vice President fall vacant:-

2.3.11.1 Prior to elections, the office of the First Vice President shall be filled by the nominee of the SPLM within two(2) weeks;
2.3.11.2 After the elections, the President shall appoint a First Vice President in accordance with the Interim National Constitution and the provisions of this Peace Agreement.

2.3. 12 The President shall, within Thirty (30) days of the entry into force of the Peace Agreement, and in consultation with the First Vice President, establish a Council of Ministers, having due regard to the need for inclusiveness and diversity in the establishment of a Government of National Unity. The Cabinet Ministers shall be accountable to the President and the National Assembly in the performance of their functions and may be removed by a resolution supported by two-thirds (${}^{2}/_{3}$) of all the members of the National Assembly.

2.3. 13 The President, the First Vice President and the Vice President shall be members of the Council of Ministers.

2.3. 14 The National Legislature shall be required to approve declarations of war or state of emergency, but in either event, there shall be no derogation from the provisions of the Peace Agreement, except as may be provided herein.

2.3. 15 Any Executive Orders or other legal acts by the President of the Republic shall be discussed with, and adopted by the Council of Ministers.

## 2.4 National Capital

2.4.1 Khartoum shall be the Capital of the Republic of the Sudan. The National Capital shall be a symbol of national unity that reflects the diversity of Sudan.

2.4.2 The Administration of the National Capital shall be representative; and during the Interim Period the two Parties shall be adequately represented in the administration of the National Capital.

2.4.3 Human rights and fundamental freedoms as specified in the Machakos Protocol, and in the Agreement herein, including respect for all religions, beliefs and customs, shall be guaranteed and enforced in the National Capital, as well as throughout the whole of Sudan, and shall be enshrined in the Interim National Constitution.

2.4.4 Law enforcement agencies of the Capital shall be representative of the population of Sudan and shall be adequately trained and made sensitive to the cultural, religious and social diversity of all Sudanese.

2.4.5 Without prejudice to the competency of any National Institution to promulgate laws, judges and law enforcement agents shall, in dispensing justice and enforcing current laws in the National Capital be guided by the following:-

2.4.5.1 Tolerance shall be the basis of coexistence between the Sudanese people of different cultures, religions and traditions;

2.4.5.2 Behavior based on cultural practices and traditions which does not disturb public order, is not disdainful of other traditions, and not in flagrant disregard of the law or disturbing public order shall be deemed in the eyes of the law as an exercise of personal freedoms;

2.4.5.3 Personal privacy is inviolable and evidence obtained in violation of such privacy shall not be admissible in the court of law;

2.4.5.4 The judicial discretion of courts to impose penalties on non-Muslims shall observe the long-established legal {Sharia} principle that non-Muslims are not subject to prescribed penalties, and therefore remitted penalties shall apply;

2.4.5.5 Leniency and granting the accused the benefit of doubt are legal principles of universal application, especially in the circumstances of a poor society like the Sudan, which is just emerging from war, characterized by prevalent poverty and subject to massive displacement of people.

2.4.6 A special commission shall be appointed by the Presidency to ensure that the rights of non-Muslims are protected in accordance with the aforementioned guidelines and not adversely affected by the application of Sharia Law in the Capital. The said commission shall make its observations and recommendations to the Presidency.

2.4.7 Additionally, a system of mechanisms of guarantees shall be established to operationalize the above points, which includes:-

- 2.4.7.1 Judicial circulars to guide the courts as to how to observe the foregoing principles;
- 2.4.7.2 Establishment of specialized courts; and
- 2.4.7.3 Establishment of specialized Attorney General circuits to conduct investigations and pre-trial proceedings related to offences involving these principles.

## 2.5. The Government of National Unity

2.5.1 During the Interim Period, there shall be a Government of National Unity reflecting the need for inclusiveness, the promotion of national unity, and the defense of national sovereignty, and the respect and implementation of Peace Agreement.

2.5.2 The Presidency and Council of Ministers shall exercise the Executive powers and competencies in respect of the matters in Schedules A and D, read together with Schedules E and F, and as conferred upon it by this Agreement and the Interim National Constitution.

2.5.3 Cabinet posts and portfolios in all clusters, including the National Sovereignty Ministries, shall be shared equitably and qualitatively by the two Parties. The Parties agree to cluster the National ministries under the implementation modalities.

2.5.4 Representation of the SPLM and other political forces from the South in each of the clusters shall be determined by the Parties Signatory to Agreement prior to the conclusion of the Peace Agreement.

2.5.5 Prior to elections, the seats of the National Executive shall be allocated as follows:-

- (a) The National Congress Party shall be represented by Fifty-Two Percent (52%);
- (b) Sudan People's Liberation Movement (SPLM) shall be represented by Twenty-Eight Percent (28%);
- (c) Other Northern political forces shall be represented by Fourteen Percent (14%);
- (d) Other Southern political forces shall be represented by Six Percent (6%);

2.5.6 The Government of National Unity shall be responsible for the administration and functioning of the State and the formulation and implementation of national policies in accordance with the Interim National Constitution.

2.5.6 The Government of National Unity shall be responsible for establishing recruitment systems and admission policies to national universities, national institutes, and other institutions of higher education based on fair competition, giving equal opportunity to all citizens.

2.5.8 The Government of National Unity shall make decisions related to the ongoing or future activities of the organizations of the United Nations, bilateral, national, or international governmental and non-governmental organizations (NGOs), with a view toward ensuring equitable and transparent distribution of projects, activities, and employment of personnel in the whole of Sudan and especially the reconstruction of the war affected areas. There is to be an equivalent obligation on all levels of Government.

2.5.9. The Government of National Unity shall implement an information campaign throughout Sudan in all national languages in Sudan to popularize the Peace Agreement, and to foster national unity, reconciliation and mutual understanding.

### 2.6 Civil Service:-

2.6.1 The Government of National Unity shall also ensure that the National Civil Service, notably at the senior and middle-levels, is representative of the people of Sudan. In so doing, the following principles shall be recognized:-

2.6.1.1 Imbalances and disadvantages which exist must be redressed;
2.6.1.2 Merit is important and training is necessary;
2.6.1.3 There must be fair competition for jobs in the National Civil Service;
2.6.1.4 No level of government shall discriminate against any qualified Sudanese citizen on the basis of religion, ethnicity, region, gender, or political beliefs;
2.6.1.5 The National Civil Service will fairly represent all the people of the Sudan and will utilize affirmative action and job training to achieve equitable targets for representation within an agreed time frame;
2.6.1.6 Additional educational opportunities shall be created for war- affected people.

2.6.2 In order to create a sense of national belonging and address imbalances in the National Civil Service, a National Civil Service Commission shall be established with the task of:-

2.6.2.1 Formulating policies for training and recruitment into the civil service, targeting between Twenty–Thirty Percent (20% - 30%) of the positions, confirmed upon the outcome of the census referred to herein, for people of South Sudan who qualify;
2.6.2.2 Ensuring that not less than Twenty Percent (20%) of the middle and upper level positions in the National Civil Service (including the

positions of Under Secretaries) are filled with qualified persons from the South within the first three years and achieving Twenty-Five Percent (25%) in five (5) years and the final target figure referred to in sub-paragraph 2.6.2.1 above, within six (6) years; and

2.6.2.3 Reviewing, after the first three (3) years of the beginning of the Interim Period the progress made as a result of the policies and setting new goals and targets as necessary, taking into account the census results.

## 2.7 National Security

### 2.7.1 The National Security Council

2.7.1.1 There shall be at the National level a National Security Council, the composition and functions of which shall be determined by the law;

2.7.1.2 The National Security Council shall define the new national security strategy based on the analysis of the new security threats.

### 2.7.2 National Security Service

2.7.2.1 There shall be one National Security Service. The details of its establishment shall be worked out under the implementation modalities;

2.7.2.2 The National Security Service shall be representative of the population and reflect the partnership of the negotiating Parties;

2.7.2.3 The South shall be equitably represented in the National Security Service;

2.7.2.4 The National Security Service shall be professional and its mandate shall be advisory and focused on information gathering and analysis;

2.7.2.5 There shall be established security committees at the Government of Southern Sudan and State levels, their composition and functions shall be determined by the law;

2.7.2.6 The National Security Service shall be anchored in the Presidency;

2.7.2.7 There shall be a National Security Act that shall reflect the mandate of the National Security Service and the provisions of this Agreement relating to the National Security;

2.7.2.8 That all the assets of the respective security organs of the two Parties shall accrue to the National Security Service.

## 2.8 Language

2.8.1 All the indigenous languages are national languages which shall be respected, developed and promoted.

2.8.2 Arabic language is the widely spoken national language in the Sudan.

2.8.3 Arabic, as a major language at the national level, and English shall be the official working languages of the National Government business and languages of instruction for higher education.

2.8.4 In addition to Arabic and English, the legislature of any sub-national level of government may adopt any other national language(s) as additional official working language(s) at its level.

2.8.5 The use of either language at any level of government or education shall not be discriminated against.

### 2.9 Foreign Policy

2.9.1 During the Interim Period, as a matter of principle Sudan's Foreign Policy shall serve first and foremost Sudan's national interests to achieve the following objectives:-

- 2.9.1.1 Promotion of international cooperation, especially within the UN and other International and Regional Organizations for the consolidation of universal peace, respect of international law and treaty obligations and the promotion of a just world economic order;
- 2.9.1.2 To achieve the latter, enhancement of South-South and international cooperation;
- 2.9.1.3 Striving to achieve African and Arab integration, each within the ongoing regional plans and forums as well as promoting African and Arab Unity and Afro-Arab cooperation;
- 2.9.1.4 Non-interference in the affairs of other states and promotion of good-neighborliness and mutual cooperation among all Sudan's neighbors;
- 2.9.1.5 Combating international and transnational organized crimes and terrorism.

### 2.10 Other Independent and/or National Institutions to be Established in Accordance with the Peace Agreement:

2.10.1 The National Constitutional Review Commission, as detailed in Section 2.12 herein, shall also detail the mandate and provide for the appointment and other mechanisms to ensure the independence of the following institutions:-

- 2.10.1.1 An impartial and representative National Electoral Commission;
- 2.10.1.2 A Human Rights Commission;
- 2.10.1.3 A National Judicial Service Commission;
- 2.10.1.4 A National Civil Service Commission;
- 2.10.1.5 An ad-hoc Commission to monitor and ensure accuracy, legitimacy, and transparency of the Referendum as mentioned in the Machakos Protocol on Self-Determination for the People of South Sudan, which shall also include international experts;
- 2.10.1.6 A Fiscal and Financial Allocation and Monitoring Commission;

2.10.1.7 Any other independent commission/institution set forth in the Peace Agreement or as agreed upon by the Parties.

## 2.11 The National Judiciary

2.11.1 The powers of the Judiciary shall be exercised by Courts and other tribunals. The Judiciary shall be independent of the Legislature and the Executive. Its independence shall be guaranteed in the Interim National Constitution.

2.11.2. There shall be established at the National Level:-

2.11.2.1. A Constitutional Court;
2.11.2.2. A National Supreme Court;
2.11.2.3. National Courts of Appeal; and
2.11.2.4. Any other National Courts or tribunals as deemed necessary to be established by law.

## 2.11.3. The Constitutional Court

2.11.3.1 There shall be established a Constitutional Court in accordance with the provisions of this Peace Agreement and the Interim National Constitution.

2. 11.3.2. The Constitutional Court shall:-

(i) Be independent from the Judiciary and any other courts in the country. It shall be headed by the President of the Constitutional Court, duly appointed by the President with the consent of the First Vice President, and shall be answerable to the Presidency;
(ii) Uphold the Interim National, Southern Sudan, and State Constitutions and its composition shall be representative;
(iii) Have original jurisdiction to decide disputes that arise under the National Interim Constitution and the constitutions of Northern States at the instance of individuals, juridical entities or of government;
(iv) Adjudicate on the constitutionality of laws and set aside or strike down laws or provisions of laws that do not comply with the National, Southern Sudan, or the relevant State constitutions;
(v) Have appellate jurisdiction on appeals against the decisions of Southern Sudan Supreme Court on the Constitution of Southern Sudan and the constitutions of Southern Sudan states;
(vi) Adjudicate on constitutional disputes between organs and levels of government, with respect to areas of exclusive or concurrent competencies;
(vii) Protect human rights and fundamental freedoms;
(viii) Have criminal jurisdiction over the President, the two (2) Vice Presidents of the Republic, the two (2) Speakers of the National

Legislature, and the Justices of the National and Southern Sudan Supreme Courts.

2. 11.3.3. Decisions of the Constitutional Court shall be final and binding.

2. 11.4. **The National Supreme Court**

2. 11.4.1 The National Supreme Court shall:-

(i) Be a court of review and cassation in respect of any criminal or civil matter arising out of or under national laws;
(ii) Have criminal jurisdiction over the Justices of the Constitutional Court;
(iii) Review death sentences imposed by any Court in respect to matters arising out of or under National Laws; and
(iv) Have such other jurisdiction as determined by the Interim National Constitution, the Peace Agreement, and law.

2. 11.4.2. The National Supreme Court may establish panels for the purposes of considering and deciding appeals on matters requiring special expertise including commercial, personal, or labour matters.

2. 11.4.3. The Justices of the Constitutional and National Supreme Courts and all the judges of other National Courts shall perform their functions without political interference; they shall be independent, and shall administer justice without fear or favour. The Interim National Constitution and the law shall protect their independence.

2. 11.4.4. Judges other than the Justices referred to in Section 2.11.4.6 herein shall be appointed by the Presidency on the recommendation of the National Judicial Service Commission.

2. 11.4.5. The National Judicial Service Commission shall be chaired by the Chief Justice. Amongst others, representatives of academia, judges, members of the legal profession, members of the National Legislature, and the Minister of Justice shall sit on this Commission. The National Judicial Service Commission shall be as determined in the Interim National Constitution referred to in paragraph 2.12 herein and shall reflect the need for appropriate representation, inclusiveness, and diversity.

2. 11.4.6. (i) All Justices of the Constitutional Court shall be appointed by the Presidency on the recommendation of the National Judicial Service Commission, subject to approval by two-thirds (($^2/_3$)) majority of all the members of the Council of States, having regard to competence, credibility and the need for fair representation.

(ii) All Justices of the National Supreme Court shall be appointed by the Presidency on the recommendation of the National Judicial Service Commission, having regard to competence and credibility.

(iii) Southern Sudan shall be adequately represented in the Constitutional Court, the National Supreme Court and other national courts that are situated in the National Capital, by qualified lawyers having regard to competence and credibility;

2. 11.4.7. The tenure of Judges shall not be affected by their judicial decisions. Judges may only be removed for gross misconduct, incompetence, incapacity, or otherwise in accordance with the law, and only on the recommendation of the National Judicial Service Commission.

## 2.12 Constitutional Review Process

2.12.1 The Peace Agreement shall be signed by the leaders of the two Parties.

2.12.2 Upon signature, the Parties shall be bound by the Agreement and shall assume the obligations arising therefrom, more especially the obligations to implement the Agreement and to give legal and constitutional effect to the arrangements agreed therein.

2.12.3 Upon signature the Parties commit themselves to ensure that all the organs, committees and structures under their control, including their members, shall observe the terms of the Agreement.

2.12.4 After the Agreement has been signed:-

2.12.4.1 The text thereof shall be forwarded to the National Assembly and the SPLM National Liberation Council for approval as is;

2.12.4.2 A representative National Constitutional Review Commission shall be established, as is more fully described below, which shall within six (6) weeks of receipt of the Agreement prepare a Legal and Constitutional Framework ("The Constitutional Text");

2.12.4.3 The National Constitutional Review Commission shall be comprised of the NCP, SPLM and representatives of such other political forces and civil society as agreed by the Parties. Such composition shall be reflected in the final Peace Agreement.

2.12.5 The National Constitutional Review Commission shall have as its first task the preparation of a Legal and Constitutional Framework text in the constitutionally appropriate form, based on the Peace Agreement and the current Sudan Constitution, for adoption by the National Assembly. The same text shall be presented to the SPLM National Liberation Council for adoption. In the event of a contradiction, the terms of the Peace Agreement shall prevail in so far as that contradiction exists.

2.12.6 Without prejudice to the provisions of 2.12.5 above, the National Constitutional Review Commission in the preparation of the Legal and Constitutional Framework Text, shall draw upon relevant experiences and documents as may be presented by the Parties.

2.12.7 Upon adoption by the National Assembly and the SPLM National Liberation Council, the Constitutional Text shall become the Interim National Constitution for the Sudan during the Interim Period.

2.12.8 Pending the adoption of the Constitutional Text, the Parties agree that the legal status quo in their respective areas shall remain in force.

2.12.9 The National Constitutional Review Commission shall also be required to prepare such other legal instruments as is required to give effect to the Peace Agreement. It shall provide in such draft statutes or in the Constitutional Text for the appointment and other mechanisms to ensure the independence of such National Institutions as are referred to in Section 2.10 herein.

2.12.10 Without prejudice to the provisions of the Peace Agreement, as a subsequent task and during the course of the six-year Interim Period, the National Constitutional Review Commission shall be responsible for organizing an inclusive Constitutional Review Process. The process must provide for political inclusiveness and public participation.

2.12.11 Without prejudice to the functions of the State Legislatures, the National Constitutional Review Commission shall prepare model Constitutions for the States, subject to compliance with the National Constitution, and, as relevant, the Constitution of Southern Sudan.

2.12.12 The National Ministry of Justice shall, with the assistance of concerned attorneys, declare the compatibility of the constitution of Southern Sudan with the Interim National Constitution, and also declare the compatibility of the constitutions of the States with the Interim National Constitution and, as appropriate, with the constitution of Southern Sudan. Upon such declaration, the same constitutions shall be signed by the head of the appropriate level of government.

# PART III

## 3. Government of Southern Sudan

3.1 In respect of the Southern Sudan, there shall be a Government of Southern Sudan (GOSS), as per the borders of 1/1/56, which shall consist of:-

- 3.1.1 The Legislature of Southern Sudan;
- 3.1.2 The Executive of Southern Sudan;
- 3.1.3 The Judiciary of Southern Sudan;

3.2 The Government of Southern Sudan shall function in accordance with a Southern Sudan Constitution, which shall be drafted by an inclusive Southern Sudan Constitutional Drafting Committee and adopted by the Transitional Assembly of Southern Sudan by a two-thirds ($^2/_3$) majority of all members. It shall conform with the Interim National Constitution.

3.3 The powers of the Government of Southern Sudan shall be as set forth in Schedules B and D, read together with Schedules E and F, the Interim National Constitution, Southern Sudan Constitution, and the Peace Agreement.

3.4 A primary responsibility of the Government of Southern Sudan will be to act as an authority in respect of the States of Southern Sudan, to act as a link with the National Government and to ensure that the rights and interests of the people of Southern Sudan are safeguarded during the Interim Period.

## 3.5 Legislature of Southern Sudan

3.5.1 Pending the elections, the First Southern Sudan Assembly shall be an inclusive, constituent legislature comprised of:-

- 3.5.1.1 The SPLM shall be represented by Seventy Percent (70%);
- 3.5.1.2 The NCP shall be represented by Fifteen Percent (15%);
- 3.5.1.3 The other Southern political forces shall be represented by Fifteen Percent (15%).

3.5.2 The Southern Sudan Assembly shall, in accordance with the Constitution adopted by it, provide for the election of its Speaker and other office holders.

3.5.3 When enacting the Constitution of Southern Sudan, the Assembly of Southern Sudan shall be empowered to assign such powers as set forth in Schedules B and D, read together with Schedules E and F, to the Government of Southern Sudan.

3.5.4 The Southern Sudan Constitution shall make provision for the Assembly of Southern Sudan to be re-constituted through elections in accordance with the provisions herein related to the timing of general elections. The Constitution of the Southern Sudan shall also make provision for the election of the President and appointment of the Vice President of the Government of Southern Sudan. Such elections shall be in accordance with the provisions set forth by the National Electoral Commission specified in sub-paragraph 2.10.1.1 herein.

3.5.5 The Assembly of Southern Sudan may amend the Constitution of the Southern Sudan by a two-thirds $(({}^{2}/_{3}))$ majority vote of all members.

3.5.6 Apart from applicable national legislation, legislative authority in Southern Sudan shall be vested in the Assembly of Southern Sudan. It shall establish its own offices, committees and rules of procedure. It shall elect a Speaker and Deputy Speaker and other officers at its first meeting.

## 3.6 The Southern Sudan Executive

3.6.1 An Executive Council of Ministers appointed by the President of the Government of Southern Sudan, in consultation with his/her Vice President and approved by the Assembly of Southern Sudan, shall be established in accordance with the Southern Sudan Constitution. The Executive Council of Ministers shall be accountable to the President of the Government of Southern Sudan and the Southern Sudan Assembly in the performance of their functions and may be removed by a motion supported by two-thirds $(({}^{2}/_{3}))$ of all the members of the Southern Sudan Assembly.

3.6.2 The Executive Authority of Southern Sudan shall establish such independent institutions as the Peace Agreement, the Interim National Constitution and the Southern Sudan Constitution contemplate. It shall be empowered to establish such further commissions and institutions compatible with its powers as it deems necessary to promote the welfare of its people, good governance and justice.

3.6.3 The Government of Southern Sudan shall be established with due regard to the need for inclusiveness.

3.6.4 Prior to elections, the Government of Southern Sudan shall be allocated as follows:-

3.6.4.1 The SPLM shall be represented by Seventy Percent (70%);
3.6.4.2 The NCP shall be represented by Fifteen Percent (15%);
3.6.4.3 The other Southern political forces shall be represented by Fifteen Percent (15%).

3.6.5 The Government of Southern Sudan shall discharge its obligations and exercise such rights and powers in regard to administration, security, financial, and development issues as is set forth in the Southern Sudan Constitution, the Interim National Constitution, the Peace Agreement and any other agreement relating to the reconstruction and development of the Southern Sudan.

3.6.6 (a) Should the post of the President of GOSS fall vacant, and pending the nomination and swearing in of the new President, the functions of the President shall be assumed by the Vice President of GOSS;

(b) Should the post of the President of GOSS fall vacant in the period prior to elections, the Office of the President of GOSS shall be filled by a nominee of the SPLM within two (2) weeks;

(c) Should the post of the President fall vacant in the period after the elections, the post shall be filled through elections which shall be held within sixty (60) days.

## 3.7 The Judiciary of Southern Sudan

3.7.1 There shall be at the Southern Sudan Level:-

3.7.1.1 A Supreme Court of Southern Sudan;
3.7.1.2 Courts of Appeal; and
3.7.1.3 Any such other courts or tribunals as deemed necessary to be established in accordance with the Southern Sudan Constitution and the law.

3.7.2 The Constitution of Southern Sudan shall provide for a Supreme Court for Southern Sudan which shall be the highest court in the South and to which appeals may lie from Southern state courts or other Courts of Southern Sudan on matters brought under or relating to Southern state, Southern Sudan or National law, as may be determined by the Constitution of Southern Sudan.

3.7.3 The Southern Sudan Supreme Court shall:-

3.7.3.1 Be the court of final judicial instance in respect of any litigation or prosecution under Southern State or Southern Sudan law, including statutory and customary law, save that any decisions arising under National Laws shall be subject to review and decision by the National Supreme Court;
3.7.3.2 Have original jurisdiction to decide on disputes that arise under the Constitution of Southern Sudan and the constitutions of Southern Sudan states at the instance of individuals, juridical entities or of government;
3.7.3.3 Adjudicate on the constitutionality of laws and set aside or strike down laws or provisions of laws that contradict the Constitution of Southern Sudan or the constitutions of Southern Sudan states;
3.7.3.4 Be a court of review and cassation in respect of any criminal or civil matter arising out or under Southern Sudan Laws;

3.7.3.5 Have criminal jurisdiction over the President and Vice President of the Government of Southern Sudan and the Speaker of Southern Sudan Legislature;

3.7.3.6 Review death sentences imposed by Southern Sudan courts in respect of matters arising out of or under Southern Sudan Laws;

3.7.3.7 Have such other jurisdictions as determined by Southern Sudan Constitution, the Peace Agreement and the Law.

3.7.4 Judges of the Courts of Southern Sudan shall perform their functions without political interference, shall be independent, and shall administer the law without fear or favour. The provisions of the Southern Sudan Constitution and the Law shall protect their independence.

3.7.5 Without prejudice to Sub-paragraph 2.11.4.4, the Legislature of Southern Sudan shall provide for appointments, terms of service and dismissal of Southern Sudan appointed Judges.

# PART IV

## 4. Institutions at the State level

4.1 The Institutions at the State level shall consist of:-

- 4.1.1 The State Legislature;
- 4.1.2 The State Executive; and
- 4.1.3 The State Judiciary.

4.2 There shall be legislative, executive, and judicial institutions at state level which shall function in accordance with this Agreement, the Interim National Constitution and, in respect of the states of Southern Sudan, also with the Constitution of Southern Sudan.

4.3 Local Government is an important level of Government and its election, organization and proper functioning shall be the responsibility of the states, in accordance with the relevant state constitution.

### 4.4 The State Legislature

4.4.1 There shall be a State Legislature comprised of members elected in accordance with the electoral provisions herein and as set forth by the National Electoral Commission referred to in sub-paragraph 2.10.1.1 herein.

4.4.2 Pending the elections referred to in sub-article 4.4.1 herein, the composition of the state legislatures shall be comprised as follows:-

- 4.4.2.1. The NCP is to hold Seventy Percent (70%) in the Northern states, and the SPLM Seventy Percent (70%) in the Southern states;
- 4.4.2.2. The remaining Thirty Percent (30%) in the Northern and the Southern states shall be allocated as follows:-
    - (i) Ten Percent (10%) in the Southern states to be filled by the NCP;
    - (ii) Ten Percent (10%) in the Northern states to be filled by the SPLM; and
    - (iii) Twenty Percent (20%) in the Northern and Southern states to be filled by representatives of other Northern and Southern political forces respectively.

4.4.3. The elections referred to in sub-article 4.4.1. herein shall take place on the same date as the elections for the National Assembly referred to in Section 1.8.3.

4.4.4. The state legislatures shall prepare and adopt state constitutions provided that they are in conformity with the National Constitution, the Peace Agreement, and for Southern States, also in conformity with the Constitution of Southern Sudan.

4.4.5. The State Legislature shall have law-making competency in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F.

4.4.6. Members of the State Legislature and the State Council of Ministers, including the Governor, shall have such immunities as are provided by law.

4.4.7. The State Legislature shall decide its own rules, procedures, and committees, and elect its Speaker and other officers.

### 4.5 The State Executive

4.5.1 Prior to elections the state executives shall be allocated as follows:-

4.5.1.1 The NCP is to hold Seventy Percent (70%) in the Northern states, and the SPLM Seventy Percent (70%) in the Southern states;

4.5.1.2 The remaining Thirty Percent (30%) in the Northern and the Southern states shall be allocated as follows:-

(i) Ten Percent (10%) in the Southern states to be filled by the NCP;
(ii) Ten Percent (10%) in the Northern states to be filled by the SPLM; and
(iii) Twenty Percent (20%) in the Northern and Southern states to be filled by representatives of other Northern and Southern political forces, respectively.

4.5.2 As part of the Ten Percent (10%) share of the NCP in Southern states the two Parties agreed as follows:-

(i) The Governor of one Southern State shall be a nominee of the NCP;
(ii) One Deputy Governor in a different Southern State shall be a nominee of the NCP.

4.5.3 The States' Council of Ministers shall be appointed by the Governor in accordance with the State Constitution, having regard to the need for inclusiveness. The State Ministers shall be accountable to the Governor and the State Legislature in the performance of their functions and may be removed by the Governor on a motion supported by two-thirds (($^2/_3$)) of all the members of the State Legislature.

4.5.4 The Governor shall, together with the States' Council of Ministers appointed by him/her, exercise the executive powers of the state which shall be in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F, and such other executive competencies as are conferred upon the State by the Interim National Constitution, the Southern Sudan Constitutions, the State Constitutions, and the Peace Agreement.

4.5.5 State Governors must sign any law duly approved by the State Legislature, failing which, after thirty (30) days it shall be deemed to have been signed into law by the State Governor. Where the State Governor withholds his/her signature, he/she must present reasons for his/her refusal to so sign when re-introducing the bill to the State Legislature within the 30-day period stated within. The Bill shall become law if the State Legislature again passes the bill by two-thirds (($^{2}/_{3}$)) majority of all the members and the assent of the Governor shall not be required.

### 4.6 **State Judicial Institutions**

4.6.1 The State Constitutions shall provide for the establishment of such state courts by the State Judiciary as necessary.

4.6.2 State legislation must provide for:-

- 4.6.2.1 The appointment and dismissal of State-appointed judges (lay magistrates); and
- 4.6.2.2 Guarantees of the independence and impartiality of the judiciary and ensure that judges shall not be subject to political or other interference.

4.6.3 State Courts shall have civil and criminal jurisdiction in respect of State, Southern Sudan, and National Laws, save that a right of appeal shall lie as provided in this Agreement.

4.6.4 Notwithstanding sub-paragraph 4.6.3, the National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution.

4.6.5 The structures and powers of the Courts of the States of Southern Sudan shall be subject to the provisions of this Agreement and the Constitution of Southern Sudan.

# PART V: SCHEDULES

**Schedule A: National Powers**

Exclusive competencies (Legislative and Executive Powers) of the National Government.

1. National Defense and National Security and Protection of the National Borders;
2. Foreign Affairs and International Representation;
3. Nationality and Naturalization;
4. Passports and Visas;
5. Immigration and Aliens;
6. Currency, Coinage and Exchange Control;
7. Constitutional Court and such National Courts responsible for enforcing or applying National laws;
8. National Police (including Criminal Investigation Department – CID, Coordination of International, Regional and bilateral Criminal Matters, and Standards and Regulations including the standards for training the police in the National Capital);
9. The fixing of and providing for salaries and allowances of civil and other officers of the National Government;
10. Postal Services;
11. Civil Aviation;
12. Maritime shipment;
13. Beacons;
14. Navigation and Shipment;
15. National Lands and National natural resources;
16. Central Bank, the Incorporation of National banks and issuing of paper money;
17. Bills of Exchange and Promissory Notes;
18. Weights, Measures and Standards, Dates and Standards of Time;
19. Meteorology;
20. Establishment and Maintenance of National Prisons;
21. National Institutions as envisaged under the Peace Agreement or as set forth in the Interim National Constitution;
22. Customs, Excise and Export Duties;
23. Intellectual Property Rights, including Patents and Copyright;
24. National Flag, National Emblem and National Anthem;
25. Signing of International Treaties on behalf of the Republic of Sudan;
26. National Debt and borrowing on public credit;
27. National Census, National Surveys and National Statistics;
28. National States of Emergency;
29. International and Inter-State Transport, including roads, airports, waterways, harbours and railways;
30. National Public Utilities;
31. National Museums and National Heritage Sites;
32. National Economic Policy and Planning;

33. Nile Water Commission, the management of the Nile Waters, transboundary waters and disputes arising from the management of interstate waters between Northern states and any dispute between Northern and Southern states;
34. National information, publications, telecommunications regulations;
35. National Taxation and National Revenue Raising;
36. National Budget;
37. Laws providing for National elections and their supervision by the Electoral Commission;
38. Issuance of National ID Card.

**Schedule B: Powers of the Government of Southern Sudan**

The exclusive legislative and executive powers of the Government of Southern Sudan shall be:

1. The adoption and amendment of the Constitution of the Government of Southern Sudan (subject to compliance with the Interim National Constitution);
2. Police, Prisons and Wildlife Services;
3. Security and military forces during the Interim Period (subject to Agreement on Security Arrangements);
4. Legislation relating to the Government of Southern Sudan structures for the delivery of services at all levels of Government of Southern Sudan;
5. Borrowing of money on the sole credit of the Government of Southern Sudan within the national macro-economic policy;
6. Planning for Southern Sudan Government services including health, education, and welfare, etc;
7. The appointment, tenure and payment of Government of Southern Sudan (GOSS) officers and civil servants;
8. Development of financial resources for the Government of Southern Sudan;
9. The co-ordination of Southern Sudan services or the establishment of minimum Southern Sudan standards or the establishment of Southern Sudan uniform norms in respect of any matter or service referred to in Schedule C or Schedule D, read together with Schedule E, with the exception of Item 1 of Schedule C, including but not limited to, education, health, welfare, police (without prejudice to the National Standards and Regulations), prisons, state public services, such authority over civil and criminal laws and judicial institutions as is specified in the Schedules, lands, reformatories, personal law, intra-state business, commerce and trade, tourism, environment, agriculture, disaster intervention, fire and medical emergency services, commercial regulation, provision of electricity, water and waste management services, local Government, animal control and veterinary services, consumer protection, and any other matters referred to in the above Schedules;
10. Any power that a State or the National Government requests it to exercise on its behalf, subject to the agreement of the Government of Southern Sudan or that for reasons of efficiency the Government of Southern Sudan itself requests to exercise in Southern Sudan and that other level agrees;
11. Referenda in Southern Sudan on matters affecting Southern Sudan as a whole within the competencies of Southern Sudan Government;
12. Taxation and revenue raising in Southern Sudan as a whole;

13. Southern Sudan Budget, subject to the agreement on Wealth Sharing;
14. GOSS Public utilities;
15. GOSS flag, emblem;
16. Reconstruction and development of the Southern Sudan as a whole, subject to the provisions of the Wealth Sharing Agreement;
17. GOSS information, publications, media and telecommunications utilities;
18. Rehabilitation and benefits to disabled war veterans, orphans, widows and care for the dependents of deceased war fallen heroes;
19. Any matter relating to an item referred to in schedule D that cannot be dealt with effectively by a single State and requires GOSS legislation or intervention including, but not limited to the following:-

    19.1. Matters relating to businesses, trade licenses and conditions of operation;
    19.2. Natural resources and forestry;
    19.3. Town and rural planning;
    19.4 Disputes arising from the management of interstate waters strictly within Southern Sudan;
    19.5. Fire fighting and ambulance services;
    19.6. GOSS reformatory institutions;
    19.7. Firearm licenses within Southern Sudan; and
    19.8. GOSS recreation and sports.

20. Such matters relating to taxation, royalties and economic planning as is specified in the Agreement on Wealth Sharing as a matter or matters in regard to which the Government of Southern Sudan is accorded exclusive authority;
21. Southern Sudan census and statistics within the competence of the Southern Sudan Government;
22. Issuance of identity cards within Southern Sudan, driving licenses and other appropriate documentation.

**Schedule C: Powers of States**

Exclusive executive and legislative competencies of the individual States of Sudan shall be as set out hereunder:-

1. The Constitution of the State, subject to compliance with the National Constitution, and, as relevant, the Constitution of Southern Sudan;
2. State Police, prisons;
3. Local Government;
4. State information, state publications and state media;
5. Social Welfare including State pensions;
6. The Civil Service at the State level;
7. The State Judiciary and administration of justice at State level including maintenance and organization of State Courts, and subject to national norms and standards, civil and criminal procedure;
8. State Land and State Natural Resources;
9. Cultural matters within the State;

10. Regulation of religious matters subject to the National Constitution and the Peace Agreement;
11. Internal and external borrowing of money on the sole credit of the State within the National macro-economic framework;
12. The establishment, tenure, appointment, and payment of State officers;
13. The management, lease and utilization of lands belonging to the State;
14. The establishment, maintenance and management of reformatory institutions;
15. The establishment, regulation, and provision of health care, including hospitals and other health institutions;
16. Regulation of businesses, trade licenses, working conditions, hours, and holidays within the State;
17. Local works and undertakings;
18. Registration of marriage, divorce, inheritance, births, deaths, adoption and affiliations;
19. Enforcement of State laws;
20. Statutes enacted under the Penal Law power, save for the penalization for the breach of National laws relating to the national competencies;
21. The development, conservation and management of State natural resources and State forestry resources;
22. Primary and secondary schools and education administration in regard thereto;
23. Laws in relation to Agriculture within the State;
24. Airstrips other than international and national airports within civil aviation regulations;
25. Intrastate public transport and roads;
26. Population policy and family planning;
27. Pollution control;
28. State statistics, and State surveys;
29. State referenda;
30. Charities and endowment;
31. Quarrying regulations, (subject to the Agreement on Wealth Sharing);
32. Town and rural planning;
33. State cultural and heritage sites, State libraries, State museums, and other historical sites;
34. Traditional and customary law;
35. State finances;
36. State irrigation and embankments;
37. State Budget;
38. State archives, antiquities, and monuments;
39. Direct and indirect taxation within the State in order to raise revenue for the State;
40. State public utilities;
41. Vehicle licensing;
42. Fire fighting and ambulance services;
43. Recreation and sport within the State;
44. Firearms Licenses;
45. Flag and emblem.

## Schedule D: Concurrent Powers

The National Government, the Government of Southern Sudan and State Governments, shall have legislative and executive competencies on any of the matters listed below during the Interim Period:-

1. Economic and Social Development in Southern Sudan;
2. Legal and other professions and their associations;
3. Tertiary education, education policy and scientific research;
4. Health policy;
5. Urban development, planning and housing;
6. Trade, commerce, Industry and industrial development;
7. Delivery of public services;
8. Banking and insurance;
9. Bankruptcy and insolvency;
10. Manufacturing licenses;
11. Airports only with respect to the GOSS in accordance with Civil Aviation standards and regulations;
12. River transport;
13. Disaster preparedness, management and relief and epidemics control;
14. Traffic regulations;
15. Electricity generation and water and waste management;
16. Information, Publications, Media, Broadcasting and Telecommunications;
17. Environmental management, conservation and protection;
18. Relief, Repatriation, Resettlement, Rehabilitation and Reconstruction;
19. Without prejudice to the National Regulation, and in the case of Southern States, the regulation of Southern Sudan Government, the initiation, negotiation and conclusion of International and Regional Agreements on culture, sports, trade, investment, credit, loans, grants and technical assistance with foreign governments and foreign non-governmental organizations;
20. Financial and economic policies and planning;
21. Women's empowerment;
22. Gender policy;
23. Animal and livestock control, animal diseases, pastures and veterinary services;
24. Consumer safety and protection;
25. Residual powers, subject to schedule E;
26. Mother, Child protection and care;
27. Water Resources other than interstate waters;
28. Notwithstanding Schedules A, B and C, such matters relating to taxation, royalties and economic planning as specified in the Agreement on Wealth Sharing;
29. Southern Sudan and State Courts responsible for enforcing or applying National laws;
30. Such matters relating to taxation, royalties and economic planning as is specified in the Agreement on Wealth Sharing as a matter or matters in regard to which the Government of Southern Sudan is accorded concurrent authority;
31. Human and animal drug quality control.

## Schedule E: Residual Powers

The residual powers shall be dealt with according to its nature (e.g., if the power pertains to a national matter, requires a national standard, or is a matter which cannot be regulated by a single state, it shall be exercised by the National Government. If the power pertains to a matter that is usually exercised by the state or local government, it shall be exercised by the state). Where a matter is susceptible to Southern Sudan regulation, in respect of the states of Southern Sudan, it shall be exercised by the Government of Southern Sudan.

## Schedule F: Resolution of Conflicts in Respect of Concurrent Powers:

If there is a contradiction between the provisions of Southern Sudan law and/or a State law and/or a National law, on the matters referred in Schedule D, the law of the level of government which shall prevail shall be that which most effectively deals with the subject matter of the law, having regard to:-

1. The need to recognize the sovereignty of the Nation while accommodating the autonomy of Southern Sudan or of the States;
2. Whether there is a need for National or Southern Sudan norms and standards;
3. The principle of subsidiarity;
4. The need to promote the welfare of the people and to protect each person's human rights and fundamental freedoms.

# CHAPTER III

# WEALTH SHARING

*SIGNED AT NAIVASHA, KENYA ON 7TH JANUARY, 2004*

## 1. Guiding Principles in Respect of an Equitable Sharing of Common Wealth

1.1 The Parties agree that the guiding principles and provisions below shall be the basis for the comprehensive text on Wealth Sharing.

1.2 The wealth of Sudan shall be shared equitably so as to enable each level of government to discharge its legal and constitutional responsibilities and duties.

1.3 The National Government shall also fulfil its obligation to provide transfers to the Government of Southern Sudan.

1.4 The sharing and allocation of wealth emanating from the resources of the Sudan shall ensure that the quality of life, dignity and living conditions of all the citizens are promoted without discrimination on grounds of gender, race, religion, political affiliation, ethnicity, language, or region. The sharing and allocation of this wealth shall be based on the premise that all parts of Sudan are entitled to development.

1.5 The Parties agree that Southern Sudan faces serious needs to: (i) be able to perform basic government functions, (ii) build up the civil administration, and (iii) rehabilitate and reconstruct/construct the social and physical infrastructure in a post-conflict Sudan.

1.6 The Parties agree that Nuba Mountains, Southern Blue Nile, Abyei and other war affected areas face serious needs to: (i) be able to perform basic government functions, (ii) establish and build civil administration and (iii) rehabilitate and reconstruct/construct the social and physical infrastructure in a post-conflict Sudan.

1.7 That, without prejudice to the provisions of paragraph 1.3 herein, Southern Sudan, and those areas in need of construction/reconstruction, shall be brought up to the same average level of socio-economic and public services standard as the Northern states. To achieve these objectives will take time and effort to build up local institutional, human and economic capacity. For this purpose, two special funds shall be established as provided herein.

1.8 That revenue sharing should reflect a commitment to devolution of power and decentralisation of decision-making in regard to development, service delivery and governance.

1.9 The development of infrastructure, human resources, sustainable economic development and the capacity to meet human needs shall be conducted within a framework of transparent and accountable government.

1.10 That the best known practices in the sustainable utilization and control of natural resources shall be followed.

1.11 This Agreement sets out the respective types of income, revenue, taxes and other sources of wealth to which the various levels of government are entitled.

1.12 The Parties recognize that the National Government, during the Interim Period, will need to mobilize additional national resources.

1.13 There is a limit on how much additional national resources can be mobilized and part of the national needs in a post-conflict Sudan will have to be met by external assistance.

1.14 The National Government shall not withhold an allocation due to a state/region[1] or the Government of Southern Sudan. Any level of Government may initiate proceedings in the Constitutional Court should any other organ or level withhold monies due to it. The National Government shall make transfers to the Government of Southern Sudan based on the principles established.

1.15 In agreeing to these wealth sharing arrangements the Parties signal to the international community that it will have to play a strong and constructive role in providing post-conflict construction/reconstruction assistance to Sudan, especially to Southern Sudan and other war affected and least developed areas.

1.16 The National Government shall assist the Government of Southern Sudan, during the Pre-Interim Period, in cooperation with international organizations, to develop and implement a program for capacity enhancement in the South. The highest priority should be public finance and intergovernmental relations, including expenditure management to ensure accountability.

## 2. Ownership of Land and Natural Resources

2.1 Without prejudice to the position of the Parties with respect to ownership of land and subterranean natural resources, including in Southern Sudan, this Agreement is not intended to address the ownership of those resources. The Parties agree to establish a process to resolve this issue.

2.2. The Parties agree that the regulation, management, and the process for the sharing of wealth from subterranean natural resources are addressed below.

2.3. The Parties record that the regulation of land tenure, usage and exercise of rights in land is to be a concurrent competency exercised at the appropriate levels of government.

2.4. Rights in land owned by the Government of Sudan shall be exercised through the appropriate or designated levels of Government.

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[1] The issue of nomenclature will be resolved in the power sharing agreement.

2.5. The Parties agree that a process be instituted to progressively develop and amend the relevant laws to incorporate customary laws and practices, local heritage and international trends and practices.

2.6 Without prejudice to the jurisdiction of courts, there shall be established a National Land Commission that shall have the following functions:

2.6.1 Arbitrate between willing contending Parties on claims over land, and sort out such claims.

2.6.2 The party or group making claims in respect of land may make a claim against the relevant government and/or other Parties interested in the land.

2.6.3 The National Land Commission may at its discretion entertain such claims.

2.6.4 The Parties to the arbitration shall be bound by the decision of the National Land Commission on mutual consent and upon registration of the award in a court of law.

2.6.5 The National Land Commission shall apply the law applicable in the locality where the land is situated or such other law as the Parties to the arbitration agree, including principles of equity.

2.6.6 Accept references on request from the relevant government, or in the process of resolving claims, and make recommendations to the appropriate levels of government concerning:

2.6.6.1 Land reform policies;
2.6.6.2 Recognition of customary land rights and/or law.

2.6.7 Assess appropriate land compensation, which need not be limited to monetary compensation, for applicants in the course of arbitration or in the course of a reference from a court.

2.6.8 Advise different levels of government on how to co-ordinate policies on national projects.

2.6.9 Study and record land use practices in areas where natural resource exploitation occurs.

2.6.10 The National Land Commission shall be representative and independent. The composition of the membership and terms of appointment of the National Land Commission shall be set by the legislation constituting it. The Chairperson of the National Land Commission shall be appointed by the Presidency.

2.6.11 The National Land Commission may conduct hearings and formulate its own rules of procedure.

2.6.12 The National Land Commission will have its budget approved by the Presidency and will be accountable to the Presidency for the due performance of its functions.

2.7 **In accordance with this Agreement and without prejudice to the jurisdiction of courts, there shall be established a Southern Sudan Land Commission which shall have the following functions:**

2.7.1 Arbitrate between willing contending Parties on claims over land, and sort out such claims.

2.7.2 The party or group making claims in respect of land may make a claim against the relevant government and/or other Parties interested in the land.

2.7.3 The Southern Sudan Land Commission may entertain such claims at its discretion.

2.7.4 The Parties to the arbitration shall be bound by the Southern Sudan Land Commission's decision on mutual consent and upon registration of the award in a court of law.

2.7.5 The Southern Sudan Land Commission shall apply the law applicable in the locality where the land is situated or such other law as the Parties to the arbitration agree, including principles of equity.

2.7.6 Accept references on request from the relevant government, or in the process of resolving claims, and make recommendations to the appropriate levels of government concerning:

2.7.6.1 Land reform policies;
2.7.6.2 Recognition of customary land rights and/or law.

2.7.7 Assess appropriate land compensation, which need not be limited to monetary compensation, for applicants in the course of arbitration or in the course of a reference from a court.

2.7.8 Advise different levels of government on how to co-ordinate policies on GOSS projects.

2.7.9 Study and record land use practices in areas where natural resource exploitation occurs.

2.7.10 The Southern Sudan Land Commission shall be representative and independent. The composition of the membership and terms of appointment of the Southern Sudan Land Commission shall be set by the legislation constituting it. The Chairperson of the Southern Sudan Land Commission shall be appointed by the President of the Government of Southern Sudan.

2.7.11 The Southern Sudan Land Commission may conduct hearings and formulate its own rules of procedure.

2.7.12 The Southern Sudan Land Commission shall have its budget approved by the Government of Southern Sudan and shall be accountable to the President of the Government of Southern Sudan for the due performance of its functions.

2.8 **The National Land Commission** and the Southern Sudan Land Commission shall co-operate and co-ordinate their activities so as to use their resources efficiently.

Without limiting the matters of coordination, the National Land Commission and the Southern Sudan Land Commission may agree:

a) to exchange information and decisions of each Commission;
b) that certain functions of the National Land Commission, including collection of data and research, may be carried out through the Southern Sudan Land Commission;
c) on the way in which any conflict between the findings or recommendations of each Commission may be resolved

2.9 In the case of conflict between the findings or recommendations of the National Land Commission and the Southern Sudan Land Commission, which cannot be resolved by agreement, the two Commissions shall reconcile their positions. Failure to reconcile, the matter shall be referred to the Constitutional Court.

## 3. Oil Resources

### A. Guiding Principles for the management and development of the petroleum sector

3.1 The Parties agree that the basis for an agreed and definitive framework for the management of the development of the petroleum sector during the Interim Period shall include the following:

3.1.1 Sustainable utilization of oil as a non-renewable natural resource consistent with:

a) the national interest and the public good;
b) the interest of the affected states/regions;
c) the interests of the local population in affected areas;
d) national environmental policies, biodiversity conservation guidelines, and cultural heritage protection principles.

3.1.2 Empowerment of the appropriate levels of government to develop and manage, in consultation with the relevant communities, the various stages of oil production within the overall framework for the management of petroleum development during the Interim Period.

3.1.3 Give due attention to enabling policy environment for the flow of foreign direct investment by reducing risks associated with uncertainties regarding the outcome of the referendum on self-determination at the end of the Interim Period.

3.1.4 A stable macroeconomic environment that emphasizes stability of the petroleum sector.

3.1.5 Persons enjoying rights in land shall be consulted and their views shall duly be taken into account in respect of decisions to develop subterranean natural resources from the area in which they have rights, and shall share in the benefits of that development.

3.1.6 Persons enjoying rights in land are entitled to compensation on just terms arising from acquisition or development of land for the extraction of subterranean natural resources from the area in respect of which they have rights.

3.1.7 The communities in whose areas development of subterranean natural resources occurs have the right to participate, through their respective states/regions, in the negotiation of contracts for the development of those resources.

3.1.8 Regardless of the contention over the ownership of land and associated natural resources, the Parties agree on a framework for the regulation and management of petroleum development in Sudan during the Interim Period.

## B. National Petroleum Commission (NPC)

3.2 The Parties agree that an independent National Petroleum Commission (NPC) shall be established during the Pre-Interim Period and its decisions shall be by consensus.

3.3 Taking into account the provisions elsewhere in this Agreement, the NPC shall be constituted as follows:

a) The President of the Republic and President of the GOSS as Co-chairs and permanent members;
b) four (4) permanent members representing the National Government;
c) four (4) permanent members representing the GOSS, and
d) not more than three (3) representatives of an oil producing State/Region in which petroleum development is being considered, non-permanent members.

3.4 The NPC shall have the following functions:

3.4.1 Formulate public policies and guidelines in relation to the development and management of the petroleum sector consistent with paragraph 3.1.1.
3.4.2 Monitor and assess the implementation of those policies to ensure that they work in the best interests of the people of Sudan.
3.4.3 Develop strategies and programs for the petroleum sector.
3.4.4 Negotiate and approve all oil contracts for the exploration and development of oil in the Sudan, and ensure they are consistent with the NPC's principles, policies and guidelines.
3.4.5 Develop its internal regulations and procedures.

3.5 In performing the functions referred to in paragraph 3.4 above, the NPC shall take into account relevant considerations, including the following:

3.5.1 The extent to which the contract provides benefits to local communities affected by the development.

3.5.2 The extent to which the views of the state/region and the affected groups are incorporated in the proposed contracts.

3.5.3 If the NPC decides to approve the contract, persons holding rights in land who are aggrieved by the decision shall seek relief through arbitration or in a court of law.

3.5.4 If the non-permanent members of the NPC representing the oil producing State/Region collectively disagree with the decision of the NPC to approve the contract related to their State/Region, the National Minister of Petroleum shall not sign the contract and shall refer the matter to the Council of States/Regions. If the Council of States/Regions rejects the objection by two-thirds $(^2/_3)$ majority, the National Minister of Petroleum shall sign the contract. If the Council of States/Regions does not reject the objection by two-thirds $(^2/_3)$ majority within 24 sitting days of receiving it, the Council of States/Regions shall remit the objection within that period and by two-thirds $(^2/_3)$ majority to a mechanism established by the Council to arbitrate on the objection. The arbitration decision shall be made within six calendar months of referral to arbitration. The arbitration decision shall be binding.

3.5.5. If the NPC approves the contract the National Minister of Petroleum shall sign the contract on behalf of the Government of the Sudan.

3.5.6 In performing functions 3.4.1, 3.4.2, 3.4.3, and 3.4.5 of paragraph 3.4, the NPC shall include only its permanent members.

3.5.7 In performing function 3.4.4 of paragraph 3.4, the NPC shall include its permanent members and representatives of oil producing State/Region in which contracts for the exploration and development of the petroleum are being negotiated and considered for approval.

## 4. Existing Oil Contracts

4.1 The SPLM shall appoint a limited number of representatives to have access to all existing oil contracts. The representatives shall have the right to engage technical experts. All those who have access to the contracts will sign confidentiality agreements.

4.2 Contracts shall not be subject to re-negotiation.

4.3 If contracts are deemed to have fundamental social and environmental problems the Government of Sudan will implement necessary remedial measures.

4.4 The Parties agree that "existing oil contracts" mean contracts signed before the date of signature of the Comprehensive Peace Agreement.

4.5 Persons whose rights have been violated by oil contracts are entitled to compensation. On the establishment of these violations through due legal process the Parties to the oil contracts shall be liable to compensate the affected persons to the extent of the damage caused.

## 5. Guiding Principles for Sharing Oil Revenue

5.1 The Parties agree that the basis for an agreed and definitive framework for the sharing of the wealth emanating from oil resources of Southern Sudan shall include the following:

5.1.1 The framework for sharing wealth from the extraction of natural resources should balance the needs for national development and reconstruction of Southern Sudan.

5.2 The Parties agree that a formula for sharing the revenue from oil resources shall be as set forth in this Agreement.

5.3 For the purposes of this Agreement 'Net revenue from oil' shall be the sum of the net revenue (i) from exports of government oil and (ii) from deliveries of government oil to the refineries. Exports shall be valued at the actual Free on Board (FOB) export prices less the charges to deliver the oil to any export destination including pipeline and management charges. Oil delivered to the refinery shall be valued at the average FOB export prices during the last calendar month in which there was an export sale less the charges that would have been incurred to deliver the oil to any export destination including pipeline and management charges.

5.4 An Oil Revenue Stabilization Account shall be established from government oil net revenue derived from actual export sales above an agreed benchmark price. The benchmark price will be established annually as part of the national budget reflecting changing economic circumstances.

5.5 The Parties agree that at least two percent (2%) of oil revenue shall be allocated to the oil producing states/regions in proportion to output produced in such states/regions.

5.6 After the payment to the Oil Revenue Stabilization Account and to the oil producing states/regions, fifty percent (50%) of net oil revenue derived from oil producing wells in Southern Sudan shall be allocated to the Government of Southern Sudan (GOSS) as of the beginning of the Pre-Interim Period and the remaining fifty percent (50%) to the National Government and States in Northern Sudan.

5.7 A Future Generation Fund shall be established once national oil production reaches two (2) million barrels per day. This production criterion may, as part of the National Government's normal budget process, be reduced down to one (1) million barrels per day.

5.8 The Parties agree that all funds/special accounts referred to in this Agreement and future accounts shall be on-budget operations.

## 6. Sharing of Non-Oil Revenue

6.1 The National Government shall be entitled to legislate, raise and collect the below-listed taxes and to collect revenue from these sources:

6.1.1 National Personal Income Tax;
6.1.2 Corporate or Business Profit Tax;
6.1.3 Customs Duties and import taxes;
6.1.4 Sea-ports and Airports Revenue;
6.1.5 Service charges;
6.1.6 Oil revenues as set out herein;
6.1.7 National Government Enterprises and projects;
6.1.8 VAT or GST or other retail taxes on goods and services;
6.1.9 Excise Tax;
6.1.10 Any other tax as agreed upon in these negotiations;
6.1.11 Loans, including borrowing from the Central Bank and the public.

6.2 The Government of Southern Sudan shall be entitled to revenue from the following sources and to raise and collect the below-listed taxes:

6.2.1 The National revenue allocation to the Government of Southern Sudan and States/Regions from the National Revenue Fund as set forth in section 7.0 of this Agreement;
6.2.2 Revenue from any of the sources listed as state/region revenue sources referred to in paragraph 6.3 herein;
6.2.3 The Southern Sudan Reconstruction and Development Fund (SSRDF);
6.2.4 Oil revenues as is set out in this Agreement;
6.2.5 Southern Sudan Government Taxes, which do not encroach on the exclusive National Government taxing powers or which are contemplated in the Power Sharing Protocol;
6.2.6 Service charges of the Government of Southern Sudan;
6.2.7 Government of Southern Sudan enterprises and projects;
6.2.8 Grants in Aid and Foreign Aid;
6.2.9 Taxes and levies on small and medium business;
6.2.10 Excise taxes on goods within the region deemed to be luxury consumables;
6.2.11 Southern Sudan Personal Income Tax;
6.2.12 Any other taxes as may be agreed to from time to time;
6.2.13 Loans and Borrowing in accordance with the Monetary Policy, Banking, Currency and Borrowing sections of this Agreement.

6.3 The states/regions shall be entitled to raise and collect the below-listed taxes and revenue from the below listed sources:

6.3.1 State/Regional Land and property tax and royalties;
6.3.2 Service charges for state/regional services;
6.3.3 Licences;
6.3.4 State/Regional Personal Income Tax;
6.3.5 Levies on Tourism;
6.3.6 State/Regional share of oil Revenues as is set out in paragraphs 5.5 and 5.6 of this Agreement;
6.3.7 State/Regional Government projects and state/regional nature parks;
6.3.8 Stamp duties;
6.3.9 Agricultural Taxes;
6.3.10 Grants in Aid and Foreign Aid through the National Government and the GOSS;
6.3.11 Excise taxes;
6.3.12 Border Trade charges or levies in accordance with National Legislation;
6.3.13 Other state/region taxes which do not encroach on national or Southern Sudan Government taxes;
6.3.14 Any other tax as may be agreed to from time to time; and
6.3.15 Loans and borrowing in accordance with the Monetary Policy, Banking, Currency and Borrowing sections of this Agreement.

## 7. Equalization and Allocation to the National, Southern Sudan and State/Regional Levels of Government in Respect of Revenue Collected Nationally

7.1. All revenues collected nationally for or by the National Government shall be pooled in a National Revenue Fund (NRF) administered by the National Treasury. Such Fund shall embrace all accounts and sub-funds into which monies due to the Government are collected, reported or deposited.

7.2 All the revenues and expenditures of the Government will be on-budget operations and made public.

7.3 Notwithstanding the provisions of paragraphs 5.6, 7.1 and 13.1, the National Government shall allocate fifty percent (50%) of the national non-oil revenue collected in Southern Sudan, as provided for herein under paragraph 6.1 above, to the GOSS to partially meet the development cost and other activities during the Interim Period. The Parties agree to review this arrangement, at mid-term of the Interim Period, with the view of the National Government allocating additional resources to the Government of Southern Sudan.

7.4 As a result of the allocation arrangements in paragraph 7.3 above, the Parties agree to appeal to the international and donor community to help the Government of Southern Sudan by providing post-conflict reconstruction assistance especially at the beginning of the transition.

7.5 The states/regions and the Government of Southern Sudan shall retain and dispose of such other income raised and collected under their own taxing powers.

## 8. Fiscal and Financial Allocation and Monitoring Commission (FFAMC)

8.1 To ensure transparency and fairness both in regard to the allocation of nationally collected funds to the states/regions and the Government of Southern Sudan, a Fiscal and Financial Allocation and Monitoring Commission shall be established. This body shall be comprised of experts nominated by the various states/regions, the Government of Southern Sudan and the National Government. Decision making arrangements of the FFAMC shall be as agreed to by the Parties.

8.2 The FFAMC shall undertake the following duties and responsibilities:

8.2.1 Monitor and ensure that equalization grants from the National Revenue Fund are promptly transferred to respective levels of government;
8.2.2 Ensure appropriate utilization and sharing of financial resources;
8.2.3 Ensure that resources allocated to war affected areas are transferred in accordance with agreed upon formulae; and
8.2.4 Ensure transparency and fairness in the allocation of funds to the GOSS and states/regions according to established ratios or percentages stipulated in this Agreement.

8.3. The FFAMC shall be composed of representatives from the National Government and the Government of Southern Sudan and States/Regions as follows:

a) Three (3) Representatives of the National Government;
b) Three (3) Representatives of the Government of Southern Sudan (GOSS);
c) All Finance Ministers in all States/Regions of Sudan

8.4 The Chairperson of the FFAMC shall be appointed by the Presidency.

8.5 The FFAMC shall work out its own rules and procedures, which shall be approved by the Presidency.

## 9. Interstate Commerce

9.1 There shall be no legal impediment to interstate commerce or the flow of goods and services, capital or labour between the states/regions.

## 10. Government Liabilities

10.1 Any debts/liabilities incurred by any level of government shall be the responsibility of that level of government.

## 11. Division of Government Assets

11.1 There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g. school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the Parties involved in the dispute and a mutually agreed expert.

## 12. Accounting Standards and Procedures and Fiscal Accountability

12.1 All levels of government shall comply with generally accepted accounting standards and procedures. There shall be institutions at the state/region, Government of Southern Sudan and National levels to ensure that funds are distributed according to the agreed government budget, and properly expended having regard to value for money.

12.2 To ensure the effective operation of such institutions, there shall be independent National and Southern Sudan Audit Chambers, which shall have responsibility for the functions referred to above. The National Audit Chamber shall set auditing standards. Appointments to the National Audit Chamber shall be made by the Presidency and confirmed by the National Assembly.

12.3 All levels of government shall hold all income and revenue received by it in public accounts and subject to public scrutiny and accountability.

## 13 Financing the Transition

13.1 The National Government shall assist, during the Pre-Interim Period to the extent that it is able, the SPLM/A in the establishment of the new transitional governments at the State/Regional level and the Government of Southern Sudan. The Government of Southern Sudan shall meet the direct costs of establishing these levels of government, with the assistance from the international community.

13.2. Upon signature of a Comprehensive Peace Agreement, the Parties shall establish a Joint National Transition Team to undertake the following:

13.2.1 Prepare budget estimates for the establishment of Governments at the National, Southern Sudan and state/regional levels as provided for by the Peace Agreement;

13.2.2 Organize and prepare relevant documents for the donor conference, including the agenda of the conference, letters of invitations and be a secretariat to the donors' conference;

13.2.3 Develop fund raising strategies, and assist in the identification of potential sources of funds necessary for a smooth and timely commencement of the Interim Period.

## 14. Monetary Policy, Banking, Currency and Borrowing

### A. Monetary Policy, Banking and Currency

14.1. The Parties agree, consistent with the Machakos Protocol of 20th July 2002, to have a dual banking system in Sudan during the Interim Period. An Islamic banking system shall operate in Northern Sudan and conventional banking system shall operate in Southern Sudan.

14.2. The Parties agree that conventional banking facilities are urgently needed in Southern Sudan. The Parties therefore agree to establish, during the Pre-Interim Period, the Bank of Southern Sudan (BOSS) as a branch of Central Bank of Sudan (CBOS) consistent with paragraph 14.1 above.

14.3. The Parties agree to restructure, during the Pre-Interim Period, the CBOS so as to reflect the duality of the banking system in Sudan. The CBOS shall therefore use and develop two sets of banking instruments, one Islamic and the other Conventional, to regulate and supervise the implementation of a single monetary policy through: (i) an Islamic financing window in Northern Sudan under a deputy governor of CBOS using Islamic financing instruments to implement the national monetary policy in Northern Sudan; and (ii) the Bank of Southern Sudan (BOSS), headed by a deputy governor of CBOS, to manage the conventional window using conventional financing instruments in implementing the same national monetary policy in Southern Sudan.

14.4. The CBOS shall be responsible for the conduct of monetary policy. All banking institutions shall be subject to the rules and regulations set by the CBOS.

14.5. The primary responsibility and mandate of the CBOS shall be ensuring price stability, maintaining stable exchange rate, sound banking system and issuance of currency. The monetary policy shall be carried out accordingly relying primarily on market-based instruments instead of administrative allocation of credit.

14.6. The CBOS shall be fully independent in its pursuit of monetary policy.

14.7. The Governor of CBOS and his/her two deputies shall be appointed by the Presidency. The Governor of CBOS shall appoint in consultation with his/her two deputies other senior officers within the Central Bank.

14.8. The Parties agree to establish, during the Pre-Interim Period, an independent Board of Directors (BOD). Decisions of BOD on matters that may affect adversely the interest of either Party to this Agreement shall be by consensus. The BOD shall be responsible to the Presidency on the accountability of the CBOS and shall consist of nine (9) members as follows:

a) Governor of CBOS ( Chairperson) and his/her two deputies and;
b) Six highly qualified Sudanese to be appointed by the Presidency taking into account the agreed formula in the Power Sharing Protocol for the institutions of the National Government.

14.9 The CBOS shall adopt a program to issue a new currency as soon as is practical during the Interim Period. The design of the new currency shall reflect the cultural diversity of Sudan. Until a new currency has been issued with the approval of the Parties on the recommendations of the CBOS, the circulating currencies in Southern Sudan shall be recognised.

14.10 The BOSS shall be responsible for chartering and supervising financial institutions in Southern Sudan.

14.11 All financial institutions shall be subject to internationally recognized regulatory and prudential standards for Islamic and conventional finance, as set by the CBOS.

14.12 All financial institutions shall be bound to implement monetary policies set by the CBOS.

**B. Borrowing**

14.13. The Government of Southern Sudan and the states/regions may borrow money based on their respective credit worthiness. Neither the National Government nor the CBOS shall be required or expected to guarantee borrowing by sub-national governments.

14.14 The GOSS and all sub-national governments shall report financial and fiscal data to the relevant National Government bodies for statistical purposes.

14.15 The Government of Southern Sudan and the states/regions may borrow money from foreign sources based on their respective credit worthiness.

14.16 Foreign borrowing by all sub-national governments shall be done in a manner that does not undermine national macroeconomic policies and shall be consistent with the objective of maintaining external financial viability. All sub-national governments' foreign borrowing transactions shall conform to the CBOS specifications.

## 15. Reconstruction and Development Funds

### A. Southern Sudan Reconstruction and Development Fund (SSRDF)

15.1. There shall be established a Southern Sudan Reconstruction and Development Fund (SSRDF) to solicit, raise and collect funds from domestic and international donors and disburse such funds for the reconstruction and rehabilitation of the infrastructure of the South, for the resettlement and reintegration of internally and externally displaced persons, and to address past imbalances in regional development and infrastructure.

15.2. A monitoring and evaluation system shall be established to ensure accountability, transparency, efficiency, equity and fairness in the utilization of resources.

15.3. The Government of Southern Sudan shall be responsible for expenditure from the fund and shall be entitled to raise additional funds by way of donation from foreign States, multilateral organizations, or other bodies for the purposes of the reconstruction and development of the southern states/regions. The Fund shall be transparently administered and professionally managed subject to an oversight committee appointed by the Government of Southern Sudan but having on it a representative of the National Ministry of Finance and of the National Audit Chamber.

### B. National Reconstruction and Development Fund (NRDF)

15.4. There shall be established by the Treasury, a National Reconstruction and Development Fund (NRDF) having the mission of developing the war affected areas and least developed areas outside Southern Sudan and a steering committee with appropriate representation from such areas. A member of the Southern Sudan Ministry of Finance shall be a member of the Steering Committee. A report on the income, expenditure and the projects supported by the fund shall be placed before the National Assembly and the Council of States/Regions, which shall exercise oversight over the Fund.

### C. Multi-Donor Trust Funds

15.5. The Parties recognize the need to establish, during the Pre-Interim Period, two Multi-Donor Trust Funds (MDTFs), one for the National Government and one for the Government of Southern Sudan to support urgent recurrent and investment budget costs under clearly stated criteria of eligible financing components. The Trust Funds shall be operational for the Pre-Interim Period, and shall thereafter be transformed into (i) one MDTF dedicated to the Southern Sudan Reconstruction and Development Fund (the "SRRDF"); and (ii) one MDTF dedicated to the National Reconstruction and Development Fund (the "NRDF").

15.6. The MDTFs shall commence immediately to support, among other things, priority areas of capacity building and institutional strengthening and quick start/impact programs identified by the Parties.

15.7. Both funds shall support urgent recurrent and investment budget costs under clearly stated criteria of eligible financing components, and both shall have the right to solicit, raise and collect funds from foreign donors.

15.8. All trust funds shall report the flow of funds to the CBOS.

15.9. To ensure proper accountability for funds disbursed through the MDTFs the Parties shall cause audits to be performed on funds used within six (6) months of the close of the recipient's financial year.

15.10. During the Pre-Interim as well as the Interim Period, funds may be channeled directly to finance activities beneficial to the National Government or the GOSS as the case may be.

15.11. During the Pre-Interim Period, the flow of foreign funds shall be through special accounts established in the Bank of Sudan for areas outside Southern Sudan and for Southern Sudan in a commercial bank in Southern Sudan until the Bank of Southern Sudan is established and operational. For the Interim Period: (i) the flow of foreign funds for the National Fund will go through the CBOS; and (ii) for the Southern Fund, the foreign funds will be disbursed through a special account at the Bank of Southern Sudan designated for the Government of Southern Sudan; or through arrangements as specified in the MDTF.

# CHAPTER IV

# THE RESOLUTION OF THE ABYEI CONFLICT

*SIGNED AT NAIVASHA, KENYA ON 26TH MAY, 2004*

## 1. Principles of Agreement on Abyei[*]

### 1.1 In General

1.1.1 Abyei is a bridge between the north and the south, linking the people of Sudan;

1.1.2 The territory is defined as the area of the nine Ngok Dinka chiefdoms transferred to Kordofan in 1905;

1.1.3 The Misseriya and other nomadic peoples retain their traditional rights to graze cattle and move across the territory of Abyei.

### 1.2 Interim Period

Upon signing the peace agreement, Abyei will be accorded special administrative status, in which:

1.2.1 Residents of Abyei will be citizens of both Western Kordofan and Bahr el Ghazal, with representation in the legislatures of both states;

1.2.2 Abyei will be administered by a local Executive Council, elected by the residents of Abyei. Pending the election of the Executive Council, its initial members will be appointed by the Presidency;

1.2.3 Net oil revenues from Abyei will be divided six ways during the Interim Period: the National Government Fifty percent (50 %); the Government of Southern Sudan Forty-Two percent (42%); Bahr el Ghazal region Two percent (2%); Western Kordofan Two percent (2 %); locally with the Ngok Dinka Two percent (2%); and locally with the Misseriya people Two percent (2%);

1.2.4 The National Government will provide Abyei with assistance to improve the lives of the peoples of Abyei, including urbanization and development projects;

1.2.5 International monitors will be deployed to Abyei to ensure full implementation of these agreements.

### 1.3 End of Interim Period

Simultaneously with the referendum for southern Sudan, the residents of Abyei will cast a separate ballot. The proposition voted on in the separate ballot will present the residents of Abyei with the following choices, irrespective of the results of the southern referendum:

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[*] This is the full text of the proposal entitled "Principles of Agreement on Abyei," presented by US Special Envoy Senator John Danforth to H.E. First Vice President Ali Osman Mohamed Taha and SPLM/A Chairman Dr. John Garang on the 19th March, 2004. The Parties hereby declare to adopt these Principles as the basis for the resolution of Abyei Conflict.

a. That Abyei retain its special administrative status in the north;
b. That Abyei be part of Bahr el Ghazal.

1.4 The January 1, 1956 line between north and south will be inviolate, except as agreed above.

## 2. Administrative Structure

2.1 Upon signing the Peace Agreement, Abyei Area shall be accorded special administrative status under the institution of the Presidency.

2.2 Abyei area shall be administered by a local Executive Council, elected by the residents of Abyei. Pending the election of the Executive Council, its initial members shall be appointed by the Presidency.

2.3 The administration of the Abyei Area shall be representative and inclusive of all the residents of the area.

2.4 The Executive Council shall be composed of the Chief Administrator, his/her Deputy and not more than five heads of departments. Prior to elections, the Chief Administrator and his/her Deputy shall be appointed by the Presidency. The Chief Administrator shall make recommendations to the Presidency regarding the appointments of the heads of departments.

2.5 The Executive Council, in exercise of its executive powers, shall:

2.5.1 render necessary services;
2.5.2 supervise and promote security and stability in the area;
2.5.3 Propose development and urbanization projects for the area to both the Abyei Area Council and to the Presidency;
2.5.4 Present to the National Government proposals regarding the provision of assistance to improve the lives of the peoples of Abyei, including urbanization and development;

2.6 The Presidency, upon the recommendation of the Executive Council, shall determine the executive, legislative and financial powers and competencies of the special status of Abyei Area, having regard to this protocol, other protocols, agreements, and the Comprehensive Peace Agreement.

2.7 In view of the special status of Abyei Area, the Presidency shall apply to the Judiciary to establish courts for Abyei Area as deemed appropriate.

## 3. Financial Resources

3.1 Without prejudice to the provisions of the Wealth Sharing Agreement, the net-oil revenue from the oil produced in Abyei Area shall be shared during the Interim Period as follows:

3.1.1 Fifty Percent (50%) to the National Government;
3.1.2 Forty- Two Percent (42%) to the Government of Southern Sudan;
3.1.3 Two Percent (2%) to Bahr el Ghazal Region;
3.1.4 Two Percent (2%) to Western Kordofan;
3.1.5 Two Percent (2%) locally with the Ngok Dinka;
3.1.6 Two Percent (2%) locally with the Misseriya people.

3.2 In addition to the above financial resources, Abyei Area shall be entitled to:

3.2.1 The area share of the national revenue as per the Wealth Sharing Agreement;
3.2.2 The revenues raised in the Abyei Area from Income Tax and other taxes and levies;
3.2.3 The share of the Area in the National Reconstruction and Development Fund;
3.2.4 An equitable share of Southern Sudan Development and Reconstruction Fund;
3.2.5 Allocations from the National Government to cover the cost of establishment of the new administration, its running and provision of services;
3.2.6 Donations and grants.

3.3 There shall be established, under the Executive Council, Abyei Resettlement, Construction and Development Fund to handle relief, repatriation, resettlement, reintegration, rehabilitation and reconstruction programmes in the Area. The Fund may establish specialized agencies.

3.4 The National Government shall appeal to the international and donor community to facilitate the return and resettlement of the residents of Abyei Area.

3.5 The financial resources due to Abyei Area as provided in section 3 herein shall be deposited in special accounts, acceptable to the Presidency, from which the administration of the Area shall make withdrawals.

## 4. Public Participation

4.1 There shall be established Abyei Area Council comprised of not more than twenty members.

4.2 Prior to elections, the Presidency shall appoint the members of the Abyei Area Council.

4.3 The Abyei Area Council shall:

- 4.3.1 Issue local enactments within the powers of local government and on customary matters;
- 4.3.2 Approve the budget of the Area;
- 4.3.3 Adopt reconstruction, development and urbanization plans for the Area;
- 4.3.4 If necessary, recommend to the Presidency the relief of the Chief Administrator or his/her Deputy;
- 4.3.5 Participate in the promotion of reconciliation efforts in the Area.

## 5. Determination of Geographic Boundaries

5.1 There shall be established by the Presidency, Abyei Boundaries Commission (ABC) to define and demarcate the area of the nine Ngok Dinka Chiefdoms transferred to Kordofan in 1905, referred to herein as Abyei Area.

5.2 The composition and timeframe of the Abyei Boundaries Commission (ABC) shall be determined by the Presidency. However, the Commission shall include, *inter alia*, experts, representatives of the local communities and the local administration. The Commission shall finish its work within the first two years of the Interim Period.

5.3 The Abyei Boundaries Commission (ABC) shall present its final report to the Presidency as soon as it is ready. Upon presentation of the final report, the Presidency shall take necessary action to put the special administrative status of Abyei Area into immediate effect.

## 6. Residents of the Area

6.1 The residents of Abyei Area shall be:

- (a) The Members of Ngok Dinka community and other Sudanese residing in the area;
- (b) The criteria of residence shall be worked out by the Abyei Referendum Commission.

6.2 Residents of Abyei shall be citizens of both Western Kordofan and Bahr el Ghazal with representation in the legislatures of both States as determined by the National Electoral Commission. However, prior to elections, the Presidency shall determine such representation.

## 7. Security Arrangements

7.1 There shall be established Abyei Area Security Committee, chaired by the Chief Administrator, and shall comprise of the Deputy Chief Administrator, the Army Commander, the Police Chief, and the representative of the Security Organ.

7.2 Without prejudice to the Agreement on Security Arrangements, the two Parties shall, through the Interim Period form and deploy one joint battalion in the Area.

7.3 International monitors, as shall be agreed in the comprehensive Ceasefire Agreement shall also be deployed in the Area through the Interim Period.

7.4 International monitors shall be deployed to Abyei to ensure full implementation of these Agreements.

## 8. Abyei Referendum Commission

8.1 There shall be established by the Presidency an Abyei Referendum Commission to conduct Abyei referendum simultaneously with the referendum of Southern Sudan. The composition of the Commission shall be determined by the Presidency.

8.2 The residents of Abyei shall cast a separate ballot. The proposition voted on in the separate ballot shall present residents of Abyei with the following choices; irrespective of the results of the Southern referendum:

a. That Abyei retain its special administrative status in the north;
b. That Abyei be part of Bahr el Ghazal.

8.3 The January 1, 1956 line between north and south shall be inviolate, except as agreed above.

## 9. Reconciliation Process

Upon signing the Comprehensive Peace Agreement, the Presidency shall, as a matter of urgency, start peace and reconciliation process for Abyei that shall work for harmony and peaceful co-existence in the Area.

# CHAPTER V

# THE RESOLUTION OF THE CONFLICT IN SOUTHERN KORDOFAN AND BLUE NILE STATES

*SIGNED AT NAIVASHA, KENYA ON 26TH MAY 2004*

**PREAMBLE:-**

**RECOGNIZING** that the conclusion of the comprehensive peace settlement that the Sudanese people are longing for requires solving the problems in Southern Kordofan/Nuba Mountains[2] and Blue Nile States as a model for solving problems throughout the country; and

**REAFFIRMING** that citizenship shall be the basis for equal rights and duties for all Sudanese citizens regardless of their ethnicity or religion; and

**UNDERLINING** the importance of recognizing the cultural and social diversity of the Sudan as a source of strength and unity; and

**EMPHASIZING** equality, fairness, economic development, social welfare and stability as overarching goals of the Sudanese people in general and the population of the conflict affected areas in particular;

**NOW THEREFORE**, the Parties hereby agree as follows:-

## 1. General Principles

The Parties agree on the following, as the basis for political, administrative, economic and social solution to the conflict in Southern Kordofan/Nuba Mountains and Blue Nile:

1.1. Human rights and fundamental freedoms shall be guaranteed to all individuals in the State as prescribed in the Interim National Constitution;

1.2. The diverse cultural heritage and local languages of the population of the State shall be developed and protected;

1.3. Development of human resources and infrastructure shall be the main goal of the State. It shall be conducted to meet human needs in accordance with the best-known practices of sustainable development within a transparent and accountable framework.

## 2. Definition of the Two Areas

2.1. The boundaries of Southern Kordofan/Nuba Mountains State shall be the same boundaries of former Southern Kordofan Province when Greater Kordofan was sub-divided into two provinces.

2.2. For the purpose of this Protocol, Blue Nile State shall be understood as referring to the presently existing Blue Nile State.

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[2] The name of the State shall be settled before the conclusion of the Peace Agreement by a committee representing the State formed by the two Parties.

## 3. Popular Consultation

The Government of Sudan and the Sudan People's Liberation Movement (the Parties), committed to reaching a just, fair and Comprehensive Peace Agreement to end the war in Southern Kordofan/Nuba Mountains and Blue Nile States, agree on the following:-

3.1. Popular consultation is a democratic right and mechanism to ascertain the views of the people of Southern Kordofan/Nuba Mountains and Blue Nile States on the comprehensive agreement reached by the Government of Sudan and the Sudan People's Liberation Movement.

3.2. That this comprehensive agreement shall be subjected to the will of the people of the two States through their respective democratically elected legislatures.

3.3. That the legislatures of the two States shall each establish a Parliamentary Assessment and Evaluation Commission to assess and evaluate the implementation of the agreement in each State. The two Commissions shall submit their reports to the legislatures of the two States by the fourth year of the signing of the Comprehensive Peace Agreement.

3.4. An independent Commission shall be established by the Presidency to assess and evaluate the implementation of the Comprehensive Peace Agreement in each of the two States. The Commission shall submit its reports to the National Government and the Governments of the two States who shall use the reports to rectify any procedure that needs to be rectified to ensure faithful implementation of the Agreement.

3.5. Once this Agreement is endorsed by the people through the legislature of any of the two States as meeting their aspirations, then the agreement becomes the final settlement of the political conflict in that State.

3.6. Should any of the legislatures of the two States, after reviewing the Agreement, decide to rectify, within the framework of the Agreement, any shortcomings in the constitutional, political and administrative arrangements of the Agreement, then such legislature shall engage in negotiations with the National Government with the view of rectifying these shortcomings.

## 4. Structure of the State Government

4.1. The State shall have the following structure:-

4.2 The State Executive, which shall comprise of:-
    4.2.1 The State Governor;
    4.2.2 The State Council of Ministers; and
    4.2.3 Local Governments.

4.3 The State Legislature (SL).

4.4 The State Judiciary.

## 5. The State Executive

5.1. The Governor of the State shall be directly elected by the registered voters of the State in a public adult suffrage.

5.2. The Governor shall appoint the ministers and the commissioners of the state in accordance with the State Interim Constitution. The State Council of Ministers shall be representative.

5.3. The Governor shall, together with the State Council of Ministers, exercise the Executive Powers of the State which shall be in respect of the functional areas listed in Schedules A and B, read together with Schedule C, attached hereto, and in accordance with the State Interim Constitution.

5.4. The State Council of Ministers shall be accountable to the Governor and the State Legislature in the performance of their duties.

5.5. The State shall have commissioners and elected local councils. The organization and proper functioning of the Local Governments shall be the responsibility of the Government of the State.

5.6 There shall be State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch.

5.7 Without prejudice to the provisions of paragraph 5.6 above, the Governor of the State may demand the transfer of the Director of the National Security Branch from the State.

5.8 The State Police Service shall adhere to the National standards and regulations as set forth by National Police Service.

5.9 Police, Prisons, Wildlife and Fire Brigade Officers shall be recruited by the State Service according to the National standards, trained and commissioned nationally and returned to the State for service. The other ranks shall be locally recruited to serve within the State. Recruitment and training regulations shall be designed and standardized by the National Police Service.

5.10 Without prejudice to the provisions of paragraph 5.9 above, the National Authority may agree with the State Authority to transfer any number of police officers from the State police to the National Police Service whenever necessary.

5.11 The State Authority may request the National Authority to transfer to the State any number of police officers to fill any vacancies in the State.

## 6. The State Legislature

6.1. Members of the State Legislature (SL) shall be elected by the registered voters of the State in accordance with the State Law and in conformity with the general guidelines as set forth by electoral provisions as set forth by the National Electoral Commission.

6.2. The State Legislature shall prepare and adopt the State Constitution, provided that it shall conform to the Interim National Constitution.

6.3. The Governor of the State shall sign any law duly approved by the State Legislature, failing which, after thirty (30) days it shall be deemed to have been signed into law, unless the Governor has submitted the law to the Constitutional Court for a ruling on its constitutionality. If the Constitutional Court finds the law constitutional, the Governor shall immediately sign such law.

6.4. The State Legislature shall legislate for the state within its legislative powers as stipulated in schedule (A) attached herewith.

6.5. State laws currently applicable in the State shall continue until new legislation is duly enacted by the SL within its competence.

6.6. The State Legislature shall decide its own rules, procedures, and committees, and elect its Speaker and other officers.

6.7. The State Legislature may relieve the Governor of the State of his/her functions by a motion supported by two-thirds of its membership.

6.8. Members of the State Legislature and the State Executive shall have such immunities as are provided by law.

## 7. The State Courts

7.1. The structures and powers of the courts of the States shall be subject to the Interim National Constitution.

7.2. The State Constitution shall provide for the establishment of such state courts as are necessary.

7.3. The State Legislature shall provide for the appointment and dismissal of state appointed judges, subject to the State Constitution and the approval of the National Judicial Service Commission.

7.4. The State legislations shall provide for guarantees for the independence and impartiality of the State judiciary and ensures that state judges shall not be subject to political or other interference.

7.5. The state courts shall have civil and criminal jurisdiction in respect of State and National Laws, save that a right of appeal shall lie to the National Courts in respect of matters brought before or heard under National laws.

7.6. The National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution.

## 8. The State Share in the National Wealth

8.1. The National wealth shall be shared equitably between different levels of Government so as to allow enough resources for each level of Government to exercise its constitutional competencies.

8.2. The States shall raise and collect taxes and revenues as listed in Schedule (D), annexed herewith.

8.3. Oil producing state is entitled to two percent (2%) of the oil produced in that state, as specified in the Wealth Sharing Agreement.

8.4. The state shall be represented in the Fiscal and Financial Allocation and Monitoring Commission, which shall ensure transparency and fairness in regard to allocation of the share due to the state from the Nationally collected revenues and ensure that allocations due to the state are not withheld.

8.5. The general objective of the National Reconstruction and Development Fund (NRDF) is to develop the war affected areas and least developed areas in the Sudan with the aim of bringing these areas to the national average standards and level of development.

8.6. In allocating the funds to the war-affected areas and least developed areas, NRDF shall use the effects of war and level of development as the main criteria. The Parties agree to allocate seventy-five percent (75%) of the total fund to the war-affected areas, particularly to Southern Kordofan/Nuba Mountains and Blue Nile States, while the remaining balance shall be earmarked to the least developed areas.

8.7. The allocation of funds among the areas affected shall be determined during the Pre-Interim Period by the Joint National Transition Team (JNTT) that shall be established as agreed to in the Wealth Sharing Agreement, within the agreed percentages as in the above paragraph, taking into consideration the actual needs based on the results of Joint Assessment Mission.

8.8. The Fiscal and Financial Allocation and Monitoring Commission (FFAMC), as agreed to in the Wealth Sharing Agreement, shall allocate current transfers to Southern Kordofan/Nuba Mountains, Blue Nile and other war-affected areas and least developed areas according to the following criteria:-

8.8.1. Population;
8.8.2. Minimum expenditure responsibilities;
8.8.3. Human Development Index / Social Indicators (social development factor);
8.8.4. Geographical area (cost disability factor);
8.8.5. Fiscal effort (internal revenue effort); and
8.8.6. The effect of war factor.

8.9. In addition to the budgetary allocations and the two states' share in the NRDF, the President shall allocate an amount of money to each of the two states.

8.10 The Parties agree to appeal to the donor community to provide technical assistance to the FFAMC to develop comprehensive equalization criteria.

8.11. The states shall hold all income and revenue received in audited public accounts and shall comply with the regulations and auditing standards set by the Chamber of the Auditor General, who may audit the state's accounts.

8.12. There shall be no impediment to interstate commerce or the flow of goods and services, capital, or labour to and from the state.

8.13 Any debts/liabilities incurred by any level of government shall be the responsibility of that level of government.

8.14 There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g., school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the Parties involved in the dispute and a mutually agreed expert.

8.15 There shall be at the State's level accounting standards, procedures and fiscal accountability institutions operating in accordance with generally accepted accounting standards and procedures to ensure that funds are distributed according to the agreed Government budget and properly expended having regard to value for money.

## 9. State Land Commission

9.1. The regulation of the land tenure, usage and exercise of rights in land shall be a concurrent competency exercised by the National and State Governments.

9.2. Rights in land owned by the National Government within the State shall be exercised through the appropriate or designated level of government.

9.3. There shall be established a State Land Commission in the State of Southern Kordofan/Nuba Mountains and Blue Nile, respectively.

9.4. The State Land Commission shall be composed of persons from the State concerned.

9.5. The State Land Commission shall exercise all the powers of the National Land Commission at the State level.

9.6. The State Land Commission shall be competent to review existing land leases and contracts and examine the criteria for the present land allocations and recommend to the State authority the introduction of such necessary changes, including restitution of land rights or compensation.

9.7. The National Land Commission and the State Land Commission shall cooperate and coordinate their activities so as to use their resources efficiently. Without limiting the matters of coordination, the National Land Commission and the State Land Commission may agree as follows:-

9.7.1. To exchange information and decisions of each Commission;
9.7.2. That certain functions of the National Land Commission, including collection of data and research, may be carried out through the State Land Commission; and
9.7.3. On the way in which any conflict between the findings or recommendations of each Commission may be resolved.

9.8. In case of conflict between the findings and recommendations of the National Land Commission and the State Land Commission which cannot be resolved by agreement, the two Commissions shall reconcile their positions. Failure to reconcile, the matter shall be referred to the Constitutional Court for adjudication.

## 10. Security Arrangements

10.1 Without prejudice to the Agreement on the Security Arrangements and the right of Sudan Armed Forces (SAF) Command to deploy forces all over North Sudan as it deems fit, SAF troop levels in Southern Kordofan/Nuba Mountains and Blue Nile during the Interim Period shall be determined by the Presidency.

## 11. Pre-Election Arrangements

11.1. As part of pre-election arrangements, the Parties agree on the following:-

11.1.1. The Executive and Legislature in the two states shall be allocated as follows:-

(a) Fifty-five Percent (55%) to the National Congress Party;
(b) Forty-five Percent (45%) to the SPLM.

11.1.2. There shall be rotational governorship in the two states with each Party holding the Office of Governor for half of the pre-election period in each of the two states.

11.1.3. No one Party is to hold the Governorship in both states at the same time.

11.1.4. The office of Deputy Governor is to be allocated to the Party that is not presently occupying the Office of Governor.

11.1.5. The Parties are to decide upon the signature of the Comprehensive Peace Agreement the time and order in which each party assumes the Governorship in each state.

11.2 Pending general elections, and as part of affirmative action, the Parties agree that Southern Kordofan/Nuba Mountains and Blue Nile States shall be adequately represented in National Institutions targeting a percentage not less than the ratio of their population size.

# SCHEDULES:

## Schedule (A)

## The Exclusive Executive and Legislative Competencies of the Two States:-

1. The drafting, adoption and amendment of the Constitution of the state, subject to conformity with the Interim National Constitution;
2. State Police;
3. State Prisons;
4. Local Governments;
5. State information, state publications and state media;
6. Social Welfare, including state pensions;
7. The Civil Service at the state level;
8. The state judiciary and administration of justice at the state level, including maintenance and organization of state courts, subject to national norms and standards of civil and criminal procedure;
9. Cultural matters within the state;
10. Religious matters, subject to the Interim National Constitution;
11. Internal and external borrowing of money on the sole credit of the state within the national macro-economic framework, as set by the Ministry of Finance;
12. The establishment, tenure, appointment, and payment of state civil service officers;
13. The management, lease and utilization of lands belonging to the state;
14. The establishment, maintenance and management of reformatory institutions;
15. The establishment, regulation, and provision of health care, including hospitals and other health institutions;
16. Regulation of businesses, trade licenses, working conditions, hours, and holidays within the state;
17. Local works and undertakings;
18. Registration of marriage, divorce, inheritance, births, deaths, adoption and affiliations;
19. Enforcement of state laws;
20. Statutes enacted under the penal law power, save for the penalization for the breach of National laws relating to the National competencies;
21. The development, conservation and management of state natural resources and state forestry resources;
22. Primary and secondary school and education administration in regard thereto;
23. Laws in relation to agriculture within the state;
24. Airstrips other than international and national airports within civil aviation regulations;
25. Intrastate public transport and roads;
26. Population policy and family planning;
27. Pollution control;
28. State statistics, and state surveys;
29. State referenda, in matters within the state's competencies;

30. State charities and endowment;
31. Town and rural planning;
32. State cultural and heritage sites, state libraries, state museums, and other historical sites;
33. Traditional and customary law;
34. Recreation and sport within the state;
35. Firearms Licenses;
36. State finances;
37. State irrigation and embankments;
38. State budget;
39. State archives, antiquities, and monuments;
40. Direct and indirect taxation within the state in order to raise revenue for the state;
41. State public utilities;
42. Vehicle licensing;
43. Fire fighting and ambulance services;
44. Flag and Emblem; and
45. Community empowerment.

**Schedule (B): Concurrent Powers**

The National and State Governments shall have concurrent Legislative and Executive competencies on any of the matters listed below:-

1. Economic and social development within the state;
2. Legal and other professions and their associations;
3. Tertiary education, educational policy and scientific research;
4. Health policy;
5. Urban development, planning and housing;
6. Trade, commerce, industry and industrial development;
7. Delivery of public services;
8. Banking and insurance;
9. Bankruptcy and insolvency;
10. Manufacturing licenses;
11. Disaster preparedness, management and relief and epidemics;
12. Traffic regulations;
13. Electricity generation and water and waste management;
14. Broadcasting and telecommunications utilities;
15. Environmental management, conservation and protection;
16. Relief, repatriation, resettlement, rehabilitation and reconstruction;
17. The initiation and negotiation of international and regional agreements on culture, trade, investment, credit, loans, grants and technical assistance with foreign governments and foreign non-governmental organizations;
18. Financial and economic policies and planning;
19. Gender policy;
20. Women's empowerment;
21. Animal and livestock control, animal diseases, pastures and veterinary services;
22. Consumer safety and protection;
23. Women welfare and child protection and care;

24. State courts responsible for enforcing or applying national laws; and
25. Rehabilitation and care for disabled war veterans, orphans, widows and their dependants.

**Schedule (C): Residual Powers**

The residual powers shall be exercised in accordance with its nature and as to whether the power pertains to a national matter, requires a national standard or is a matter that cannot be regulated by a single state, in which case it shall be exercised by the National Government. If the power pertains to a state matter, it shall be exercised by the state.

**Schedule (D): State Revenue Sources**

The state shall be entitled to raise and collect the taxes and revenues from the sources listed hereunder:-

1. State land and property tax and royalties;
2. Service charges for state services;
3. Licenses;
4. State personal income tax;
5. Tourism levies;
6. Share of natural resource revenues;
7. State Government projects;
8. Stamp duties;
9. State agricultural taxes;
10. Loans and borrowing in accordance with the national macro-economic policy framework;
11. Excise taxes;
12. Border trade charges or levies in accordance with National legislation;
13. Other state taxes which do not encroach on National taxes; and
14. Grants in Aid and Foreign Aid through the National Government.

# CHAPTER VI

# SECURITY ARRANGEMENTS

*SIGNED AT NAIVASHA, KENYA ON 25TH SEPTEMBER 2003*

## 1. Status Of The Two Armed Forces

a. In the context of a united Sudan, and should the result of the referendum on self-determination confirm unity, the Parties (the Government of the Sudan and the Sudan People's liberation Movement and Army) agree to the formation of the future army of Sudan that shall be composed from the Sudanese Armed Forces (SAF) and the Sudan People's Liberation Army (SPLA).

b. As part of a peace agreement and in order to end the war, the Parties agree that the two forces, the SAF and the SPLA shall remain separate during the Interim Period, and further agree that both forces shall be considered and treated equally as Sudan's National Armed Forces during the Interim Period taking into consideration 1 (c) below.

c. The parties agree to the principles of proportional downsizing of the forces on both sides, at a suitable time, following the completion of the comprehensive ceasefire arrangements.

d. The national Armed Forces shall have no internal law and order mandate except in constitutionally specified emergencies.

## 2. Ceasefire

The parties agree to an internationally monitored ceasefire which shall come into effect from the date of signature of a Comprehensive Peace Agreement. Details of the Ceasefire Agreement shall be worked out by the two parties together with the IGAD mediators and international experts.

## 3. Redeployment

a. The two forces shall be disengaged, separated, encamped and redeployed as will be detailed in the Comprehensive Ceasefire Agreement.

b. Except for those deployed in the Joint/Integrated Units (JIUs), the rest of the forces of SAF currently deployed in the south shall be redeployed North of the South/North border of 1/1/1956 under international monitoring and assitance within and up to two and one half years (2 1/2) from the beginning of the Pre-Interim Period .

c. Except for those deployed in the Joint/Integrated Units, the rest of SPLA forces currently deployed in Nuba Mountains and Southern Blue Nile shall be redeployed South of the South/North border of 1/1/1956 as soon as the Joint/Integrated Units are formed and deployed under international monitoring and assitance.

d. The SPLM/A undertakes that the demobilized Southern Sudanese from those currently serving in SAF in Southern Sudan shall be absorbed into various institutions of the Government of Southern Sudan along with demobilized SPLA soldiers.

e. The parties agree to implement with the assistance of the international community DDR programmes for the benefit of all those who will be affected by the reduction, demobilization and downsizing of the forces as agreed in 1(c) , 3(d) and 7(b).

## 4. Joint/ Integrated Units (JIUs)

There shall be formed Joint/ Integrated Units consisting of equal numbers from the Sudanese Armed Forces (SAF) and the Sudan People's Liberation Army (SPLA) during the Interim Period. The Joint/ Integrated Units shall constitute a nucleus of a post referendum army of Sudan, should the result of the referendum confirm unity, otherwise they would be dissolved and the component parts integrated into their respective forces.

### 4.1 Elaboration On Joint/Integrated Units

a. **Their Character:-**

They should have a new character based on a common doctrine.

b. **Their Functions:-**

I. They will be a symbol of national unity during the Interim Period.
II. They will be a symbol of sovereignty during the Interim Period.
III. They will participate in the defence of the country together with the two forces.
IV. They will provide a nucleus of a post Interim Period future army of the Sudan should the vote of referendum confirm unity.
V. They shall be involved in the reconstruction of the country.

c. **Size and Deployment**

The size and deployment of the Joint/Integrated Units throughout the Interim Period shall be as indicated below:-

I. Southern Sudan: twenty four thousands (24,000)
II. Nuba Mountains: six thousands (6,000).
III. Southern Blue Nile: six thousands (6,000).
IV. Khartoum: three thousands (3,000).

V. Eastern Sudan:-

a. The redeployment of SPLA forces from Eastern Sudan to South of the South/North border of 1/1/1956 shall be completed within one (1) year from the beginning of the Pre-Interim Period.
b. The parties shall discuss the issue of establishing Joint/Integrated Units.

### 5. Command and Control of The Two Forces

1. The Parties agree to establish a Joint Defence Board (JDB) under the Presidency, and shall be comprised of the Chiefs of Staff of the two forces, their deputies and any number of senior officers to be agreed to by the parties. It shall take its decisions by consensus and it shall be chaired alternately by the respective Chiefs of Staff.

2. **Functions of JDB**

The JDB shall perform the following functions :

a. Co-ordination between the two forces.

b. Command of the Joint/ Integrated Units.

### 6. Common Military Doctrine

The parties shall develop a common military doctrine as a basis for the Joint/Integrated Units, as well as a basis for a post Interim Period army of the Sudan, if the referendum vote is in favour of unity. The parties shall develop this common doctrine within one year from the beginning of the Interim Period. During the Interim Period, the training of the SPLA (in the South), the SAF (in the North) and the joint units (in both North and South) will be based on this common doctrine.

### 7. Status of Other Armed Groups (OAGs) in The Country

a. No armed group allied to either party shall be allowed to operate outside the two forces.

b. The Parties agree that those mentioned in 7(a) who have the desire and qualify shall be incorporated into the organized forces of either Party (Army, Police, Prisons and Wildlife forces), while the rest shall be reintegrated into the civil service and civil society institutions.

c. The parties agree to address the status of other armed groups in the country with the view of achieving comprehensive peace and stability in the country and to realize full inclusiveness in the transition process.

### 8. National Security Organs and Police forces

Structures and arrangements affecting all law enforcement organs, especially the Police, and National Security Organs shall be dealt with as part of the power sharing arrangements, and tied where is necessary to the appropriate level of the executive.

# ANNEXURE I

# PERMANENT CEASEFIRE AND SECURITY ARRANGEMENTS IMPLEMENTATION MODALITIES AND APPENDICES

*SIGNED AT NAIVASHA, KENYA ON 31ST DECEMBER 2004*

## PREAMBLE

**WHEREAS** the Government of the Sudan (GOS) and the Sudan People's Liberation Movement/Sudan People's Liberation Army (SPLM/SPLA) (the Parties) having met in Naivasha and Nairobi, Kenya, from 27th June, 2004 through 26th July, 2004 under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, and sought political guidance of the Fifth High Level Consultative Meeting convened in Nairobi, Kenya from 7th October 2004 through 15th October 2004, in respect of the issues related to permanent ceasefire and details of the security arrangements;

**RECOGNIZE** that a viable ceasefire can meaningfully be realized through adherence and commitment to the Machakos Protocol dated 20th July 2002, Agreement on Security Arrangements During the Interim Period, dated 25th September 2003, the Protocol on Power Sharing dated 26th May, 2004, Protocol on the Resolution of the Conflict in Southern Kordofan/Nuba Mountains and Blue Nile States dated 26th May 2004 and the Protocol on the Resolution of the Conflict in Abyei Area dated 26th May 2004;

**RECALL** the Memorandum of Understanding on Cessation of Hostilities (MOU-CH) between the GOS and SPLM/A signed on 15th October, 2002 and its addendum of 4th February 2003 that have ushered in periods of tranquility;

**AWARE** of the overwhelming support shown by the Sudanese people to the aforementioned six protocols that have resolved the outstanding issues of conflict in the Sudan, the irreversible peace process and the need for an expeditious conclusion of the Comprehensive Peace Agreement;

**REITERATE** their commitment to the final, just and comprehensive peace settlement, the security, welfare and stability of the Sudanese people within the framework of a true and sincere national reconciliation;

**MINDFUL** of the fact that other related international conventions such as Article 52 UN Charter on regional arrangements for dealing with matters relating to the maintenance of international peace and security as are appropriate for regional action, the provisions of Article 3 of the African Union Charter which, inter alia, guarantee all Member States the right to their sovereignty and territorial integrity are all critical to the peace process, if strictly adhered to;

**AWARE** of the fact that, Disarmament, Demobilization and Reintegration (DDR) of ex-combatants are crucial components for a secure and peaceful Sudan and commit themselves to credible, transparent and effective DDR processes which will support the ex-combatants' transition to a productive civilian life;

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

# PART I

## The Ceasefire Arrangements

### 1. General and Fundamental Provisions

1.1. The Parties agree that the national ownership of the peace process, political will, and continuous dialogue are indispensable elements for sustainable peace. They shall collaborate to observe and respect the ceasefire and resort to their own wisdom to contain and solve any problem that may arise;

1.2. The Parties shall always refrain from any act or acts that may in any way spoil the peace process. They shall unceasingly create and maintain a conducive atmosphere for peace and tranquility;

1.3. The Parties shall abide by good governance, democracy and foster civil society;

1.4. The Parties agree that inclusiveness is of the essence to this Agreement and shall engage the other armed groups and political forces to become part of the peace process, play a role thereto and contribute to the sustenance of this Agreement;

1.5. The Ceasefire Agreement shall ensure clarity by eliminating any room for ambiguity in all elements of the Ceasefire Agreement;

1.6. The Ceasefire Agreement shall guarantee the free movement of people, goods and services throughout Sudan;

1.7. The Parties shall, within the territorial jurisdiction of the Ceasefire Agreement, provide and share information and statistics on their troops strength, arms and military equipment and any other relevant information, among themselves and with the UN Peace Support Mission;

1.8. The Parties shall commit themselves to immediate release of prisoners of war (POWs) and as a gesture of national reconciliation release any other persons detained as a result of the war upon the endorsement of the Comprehensive Peace Agreement;

1.9. The Parties shall involve the International Committee of the Red Cross (ICRC) in the process of arranging the release of POWs and other persons detained as a result of the war;

1.10. The Parties shall commit themselves to render and facilitate humanitarian assistance through creation of conditions conducive to the provision of urgent humanitarian assistance to displaced persons, refugees and other affected persons and their right to return;

1.11. The Parties agree to inform the rank and file of their armed forces as a way of popularizing the Ceasefire Agreement;

1.12. The Parties shall commit themselves that all forces, troops under their respective command and forces allied and affiliated to them at all levels and rank and file shall fully ceasefire and stop hostilities;

1.13. The Parties shall endeavour to promote and disseminate peace culture and confidence building measures among and between the people as well as their forces as integral part of ceasefire arrangements and sustenance of the peace;

1.14. The Parties agree not to arm, train, harbour on their respective areas of control, or render any form of support to external subversive elements or internal armed groups;

1.15. Nothing in this Agreement shall in any way undermine the sovereignty and territorial integrity of the Sudan.

## 2. Entry into Force

The Ceasefire Agreement (hereinafter referred to as the Agreement or this Agreement) shall come into effect from the date of signature of the Comprehensive Peace Agreement (that day hereafter referred to as D-Day).

## 3. Amendment of this Agreement

This Agreement may only be amended by the Presidency upon recommendation of the Ceasefire Political Commission.

## 4. The Parties of the Agreement

The Parties to this Agreement shall be:

4.1. The Sudan Armed Forces (SAF), with all its formations and units; and
4.2. The Sudan People's Liberation Army (SPLA), with all its formations and units.

## 5. Principles of the Ceasefire

5.1. The Parties agree to a permanent ceasefire among all their forces with the broader objective of sustaining the Comprehensive Peace Agreement, promoting peace culture, reconciliation and confidence building;

5.2. The ceasefire shall uphold the following principles:

5.2.1 Permanent cessation of hostilities between SAF and SPLA within 72 hours of the signature of the Comprehensive Peace Agreement.

5.3. The permanent cessation of hostilities shall include final termination of the following activities:

5.3.1. Military activities including movement, reconnaissance, reinforcement, recruitment, draft, and military exercises other than those permitted by the Joint Defence Board (JDB). The JDB will inform the UN Peace Support Mission of permitted current and future activities;

5.3.2. Land, air, and river operations;

5.3.3. Laying of mines and other subversive activities;

5.3.4. Use of force against and abuse of civilians;

5.3.5. Replenishment of ammunition, weapons and other lethal or military equipment;

5.3.6. Hostile propaganda from inside or outside the country;

5.3.7. Occupation of new locations;

5.3.8. Any other actions that may impede the normal progress of the ceasefire process.

## 6. The Ceasefire Zone

The scope of the ceasefire shall be:

6.1. Southern Sudan, which shall be subdivided, for all the purposes of ceasefire and monitoring activities, into three areas of:

a) Bahr el Ghazal Area;
b) Equatorial Area;
c) Upper Nile Area.

6.2 Nuba Mountains Area;

6.3 Southern Blue Nile Area;

6.4 Abyei Area;

6.5 Eastern Sudan Area (Hamashkoreb, New Rasai, Kotaneb, Tamarat, and Khor Khawaga).

## 7. Duration and Calendar of Major Ceasefire Activities

7.1. Duration of the ceasefire shall be divided into four phases:

7.1.1 Phase I: The Pre-interim Period duration 6 months (D-day to D-day + 6 months) ceasefire activities shall start (as per attached lists), including the redeployment of SAF from the South to the North, the beginning of the Demobilization, Disarmament, Re-integration and Reconciliation (DDRR), the redeployment of SPLA forces from Eastern Sudan, the formation, co-location in training centres, training of the Joint/Integrated Units (JIUs) and the UN monitoring.

7.1.2 Phase II: First half of the Interim Period duration 36 months (D-day+ 6 months to D-day + 42 months). This phase shall cover the completion of deployment of the JIUs, redeployment of the SPLA forces from the Eastern Sudan to the South, redeployment of the SPLA forces from Nuba Mountains and Southern Blue Nile to the South and redeployment of SAF from the South to the North. The DDR activities shall continue. The negotiations on proportionate downsizing shall also start at this phase.

7.1.3 Phase III: Second half of the Interim Period duration 36 months (D-day + 42 months to D-day + 78 months). Continuation of DDR process, training and the monitoring process. Development of plans and modalities of transforming the JIUs into integrated ones.

7.1.4 Phase IV: Post Interim Period duration 6 months (D- day + 78 months to D-day + 84 months). Formation of Sudan National Armed Forces (SNAF) in case of unity or dissolution of JIUs in case of secession.

7.2. The Calendar of major ceasefire activities is agreed by the parties as per Appendix 2.

## 8. Disengagement

8.1. There shall be lines of disengagement according to the assembly areas, as specified in Appendix 1, and shall be adjusted by the monitors of the UN Peace Support Mission.

8.2. On the declaration of the ceasefire, the forces of the SAF, inclusive of their allied forces and the SPLA, inclusive of their allied forces, shall maintain their current positions.

8.3. All forces shall take defensive positions and be redeployed to assembly points within the first three months of the Pre-Interim Period according to the agreed timetable.

8.4. All forces shall be disengaged, separated, encamped in their assembly points, and redeployed subject to international monitoring arrangements.

8.5. The parties shall provide maps and sketches showing their current dispositions before the declaration of the ceasefire. Such maps and sketches shall include:

8.5.1. Current dispositions including deployment and weapons sites.

8.5.2. All necessary information about roads, tracks, passages, minefields, and command posts.

8.6. To safeguard against the menace and hazards posed by landmines and unexploded ordnance, the Parties agree that:

8.6.1. The laying of mines, explosive devices or booby traps of whatever type shall be prohibited;

8.6.2. The Parties and forces under their control shall promptly provide on D - day to the Ceasefire Joint Military Committee (CJMC) all known information concerning the locations and descriptions of all minefields, unexploded ordnance, demolitions, booby traps and any other physical or military hazards which could affect the safe movement of persons, within the ceasefire zones. The Parties shall also promptly produce a plan to mark and signpost any danger areas and initiate this plan according to agreed priorities. The Parties shall allow and facilitate cross-line de-mining activities, the repair and reopening of roads and the removal, dismantling or destruction of mines, unexploded ordnance and all other such hazards as described above immediately upon the signature of this Agreement;

8.6.3. The Parties and forces under their control shall promptly provide to the CJMC information concerning the stockpiles of Anti Personal Mines;

8.6.4. The Parties shall conduct de-mining activities as soon as possible, and in coordination with the UN Peace Support Mission with a view to create the conditions necessary for deployment of the UN Peace Support Mission and the return of displaced populations;

8.6.5. The UN Peace Support Mission, in conjunction with United Nations Mine Action Office, will assist the Parties' de-mining efforts by providing technical advice and coordination. The Parties shall, as necessary, seek additional de-mining assistance and advice from the UN Peace Support Mission;

8.6.6 The Parties shall establish by D Day + 30 Days two de-mining authorities (Northern and Southern) that shall work together and coordinate their de-mining activities and to work jointly in close cooperation with UN Mine Action Office;

8.7. Before the declaration of the ceasefire, the Parties shall present detailed lists of size and location of their forces in each area to United Nations Advanced Mission in Sudan (UNAMIS), subject by verification of the Verification and Monitoring Team (VMT) and Joint Military Commission (JMC) Nuba Mountains. Such lists shall be attached to the Comprehensive Peace Agreement.

8.8. Notwithstanding 8.7 above, the Parties shall present detailed lists of particulars of all troops to the Ceasefire Joint Military Committee (CJMC) or, pending the formation of the CJMC, to the VMT and JMC/Nuba. The lists shall be verified by the CJMC and/or the VMT and JMC, as the case may be, immediately after the declaration of the ceasefire.

8.9. The Parties agree and in collaboration with the UN Peace Support Mission to pull back all the weapons of effective range fire within the other Party's assembly areas.

8.10. The Parties shall provide detailed data on their inventories and stocks including different weapons and munitions, fuel oil and lubricants, etc., and their exact locations to CJMC or the VMT in the ceasefire zone. Such inventories shall be verified immediately after the declaration of the ceasefire. The Parties shall agree on ways and means of monitoring such stocks and/or stores to make sure that they are no longer accessible to the Parties.

## 9. Permitted Activities

In view of negative consequences of war, the key principle that shall underpin permitted activities shall be to alleviate the effects of the war on the civilians and war-affected areas and to galvanize popular support for peace. Permitted activities shall therefore include:

9.1. De-mining and decommissioning of military hazards (this shall be done in collaboration with other bodies referred to in 8.6 herein, according to agreed timetables and mechanisms, and under UN monitoring);
9.2. Development activities to include opening of roads, rehabilitation of bridges and passages, railways, airports and airstrips, and lines of river navigation etc;
9.3. Humanitarian activities such as securing unimpeded access to humanitarian relief according to agreed regulations;
9.4. Socioeconomic activities such as assisting free movement of people, goods and services;
9.5. Free movement of unarmed soldiers in plain clothes who are on leave, medical referrals, or visiting their families;
9.6. Re-supply of armed forces lethal items as shall be deemed appropriate by the JDB and coordinated with UN Mission;
9.7. Supply of non-lethal items (food, water, medicine, fuel oils and lubricants, stationery, uniforms, etc.);
9.8. Training and Refresher training.
9.9. During the disengagement of forces, they shall not exercise any military activities except the following:

    9.9.1. Training and refresher training (UN Mission shall be informed of such training - location, duration and type); particularly the field training of platoon level and higher;
    9.9.2. Administrative movement (e.g. replenishment with non-lethal supplies or equipment);
    9.9.3. Medical evacuation.

## 10. Violations

10.1. The following acts shall constitute violations to this Agreement:

    10.1.1. Any acts that may contravene this Agreement;
    10.1.2. Unauthorized movement of troops;
    10.1.3. Unauthorized recruitment, draft and/or mobilization drive;
    10.1.4. Unauthorized replenishment of military equipment and supplies;
    10.1.5. Hostile acts that may provoke confrontation;

10.1.6. Violation of human rights, humanitarian law and obstruction of freedom of movement;
10.1.7. Hostile propaganda and media warfare;
10.1.8. Espionage, sabotage, and acts of subversion to undermine either party and/or the Agreement;
10.1.9. Recruitment of child soldiers.

10.2 In event of any violation to provisions of this Agreement, the CJMC will determine appropriate disciplinary measures which may include, where appropriate, the following:

10.2.1. Publicizing or mentioning the parties that took part in the violations;
10.2.2. Exposing or shaming the guilty or recommending severe punishment in event of grave violations;
10.2.3. Recommend referral to civil, criminal trial procedures, or court-martial of individual or parties involved as applicable;
10.2.4. The Parties agree to follow up on recommendations for disciplinary measures as proposed by CJMC.

10.3. The hostile propaganda as provided in sub-section 10.1.7 above shall be comprehensively monitored by CJMC as part of the ceasefire monitoring process;

10.4. Without prejudice to the freedom of press and media, the Parties agree to set up a Joint Media Committee upon signing of the Comprehensive Peace Agreement to establish guidelines for the media and press to enhance conducive environment for the smooth implementation of the ceasefire.

10.5. The Parties agree that any deadlock arising out of the implementation of the ceasefire shall be referred, as of last resort, to the Presidency for consideration and action after having exhausted all avenues of dispute management at all lower levels;

## 11. Other Armed Groups

11.1. In accordance with Article 7 (a) of the Agreement on Security Arrangements, the Parties agree to expedite the process of incorporation and reintegration of armed groups allied to either Party, into their armed forces, other organized forces, the civil service and civil societal institutions.
11.2. The Parties agree to each setting up "Incorporation and Reintegration Adhoc Committee" to implement the provision of sub-section 11.1 above.
11.3. In accordance with the Framework Agreement on Security Arrangements during the Interim Period, no armed group allied to either party shall be allowed to operate outside the two forces. Other Armed Groups (OAGs) who have a desire and qualify shall be incorporated into the organized forces of either party (Army, Police, Prisons, and Wildlife Forces), while the rest shall be reintegrated into the Civil Service and civil society institutions.

11.4. The Parties agree to adopt a collaborative approach for handling OAGs and to establish by D day + 15 days an OAGs Collaborative Committee (OAGs CC) which shall comprise equal number of representatives from both parties (three each) and an independent observer from UN.

11.5. The OAGs CC shall, *inter alia*, perform the following functions:

11.5.1. Ascertain strength and armament conditions of all OAGs units which shall be verified by the VMT until UN monitors take over;
11.5.2. Ensure freedom of choice for all OAGs personnel as to the party they so desire to be incorporated in;
11.5.3. Ensure free and fair access of the parties to the OAGs;
11.5.4. Supervise and review incorporation processes of both Parties;
11.5.5. Provide a forum for the parties to exchange information and data on the OAGs as well as handling complaints that pertain to their incorporation process and their activities;
11.5.6. Receive regular updates on the progress of the OAGs incorporation;
11.5.7. Keep the Ceasefire Political Committee abreast on the progress of the OAGs incorporation;
11.5.8. Monitor the DDR programme for the OAGs.

11.6. DDR programme for the OAGs shall be worked out by Southern Sudan DDR Commission (SSDDRC) by the end of the Pre-Interim Period with technical assistance from international experts. All integration options shall be open in that programme.

11.7. Upon signature of this Agreement, the process of incorporation of individual members of all other armed groups, who desire and qualify shall start as soon as possible into the ranks of either SAF or SPLA or integrated into organized forces (Police, Prisons and Wildlife Services), while the rest shall be reintegrated into the civil service or civil society institutions.

11.8. By D Day + 6 months, the OAGs Collaborative Committee after ascertaining the strength and armament conditions of OAGs units, shall ensure freedom of choice for all OAGs members to join either Party they so desire to be incorporated in, provided that no other armed groups shall continue to have a separate existence outside the command of either SAF or SPLA.

11.9. By D Day + 12 Months, the OAGs Collaborative Committee shall finish the incorporation process of OAGs members who desire and qualify into the armed forces of either Party and Police, Prisons, Wildlife Service and Civil Service.

11.10. When the incorporation process of OAGs referred to above in sub-section 11.9 is completed, the incorporated OAGs members shall not be allowed to decamp from one Party to the other nor to change from Police, Prisons, Wildlife and Civil Service to the military.

11.11. The Parties commit themselves, through OAGs Collaborative Committee and Incorporation and Reintegration of Adhoc Committees, to jointly brief all the OAGs about the Comprehensive Peace Agreement and their rights and obligations in the Agreement so as to ensure that they adhere to and respect all the provisions of the Agreement.

11.12. The Southern Sudan DDR Commission shall continue the reintegration process of the demobilized and disarmed members of OAGs into the civil service and civil society institutions in Southern Sudan, with a follow up of the OAGs Collaborative Committee.

11.13. The Parties shall not entertain, encourage, or permit reincorporation/defection of groups or individuals who were previously members or associated with any OAGs and have been incorporated into either party organized forces. Such act, if committed by either party, shall constitute a violation to sub-section 10.1.8 of this Agreement.

## 12. Foreign Insurgency Groups

12.1. The parties appreciate the threat and menace that the foreign insurgency groups pose on the security and stability of the Sudan and neighboring countries.

12.2. The parties have resolved to end the presence of the foreign insurgency groups on the Sudanese soil;

12.3. The parties shall work together to disarm, repatriate or expel these groups as soon as possible.

## 13. Verification, Monitoring, Complaints and Obligations

13.1 The structure and levels of monitoring and verification of the implementation of this Agreement shall be as follows:

13.1.1. Ceasefire Political Commission (CPC)
13.1.2. Ceasefire Joint Military Committee (CJMC)
13.1.3. Area Joint Military Committee (AJMC)
13.1.4. Joint Military Teams (JMTs)

## 14. The Ceasefire Political Commission (CPC)

14.1 The CPC shall be answerable to the Presidency;

14.2 The CPC shall be a political decision making body composed of:

14.2.1. One senior political representative from each Party;
14.2.2. One senior officer each from SAF and SPLA;
14.2.3. Special Representative of UN Secretary General or his deputy;

14.2.4. Senior Security officer (after the establishment of National Security Service);
14.2.5. One Legal advisor from each Party;
14.2.6. Representative of Intergovernmental Authority on Development (IGAD) (observer);
14.2.7. Representative of IGAD Partner's Forum (IPF) (observer);

14.3. The CPC chair shall be rotational between the Parties;

14.4. The CPC shall reach its decisions by consensus of the Parties;

14.5. The mandate and functions of the CPC shall be to:

14.5.1. supervise, monitor and oversee the implementation of this Agreement;
14.5.2. complete negotiating any operational details as shall be necessary;
14.5.3. sound the Parties to rise up to their obligations in this Agreement;
14.5.4. update the Parties on the progress of the ceasefire implementation;
14.5.5. co-ordinate with other relevant national and international bodies;
14.5.6. settle deadlocks arising out from the ceasefire implementation as reported by the CJMC and refer the unresolved ones to the Presidency;
14.5.7. provide disciplinary measures for violations;
14.5.8. provide a political forum for continuous dialogue between the Parties and the international community;
14.5.9. foster confidence building between the Parties;
14.5.10. Update the IGAD, IPF, African Union (AU) and the United Nations periodically on the process of the ceasefire implementation as deemed necessary;
14.5.11. propose amendments in the Agreement to the Presidency.

## 14.6. Ceasefire Joint Military Committee (CJMC)

14.6.1. The CJMC shall be answerable to the CPC and shall oversee the activities of AJMC;
14.6.2. The CJMC shall be located in Juba;
14.6.3. The CJMC shall be a military decision making body and shall be composed of:

14.6.3.1. The Force Commander of the UN Monitoring Mission (Chair),
14.6.3.2. The Deputy Force Commander from countries acceptable to the Parties. Considering that the official working languages in Sudan are Arabic and English;
14.6.3.3. Three officers from SAF with ranks not less than Colonel;
14.6.3.4. Three senior officers from SPLA;

14.6.3.5. Officer in charge of National Security at that level;

14.6.3.6. One senior police officer at the level of Southern Sudan.

14.6.4. The CJMC shall reach its decisions by consensus of the Parties and shall establish its own internal regulations;

14.6.5. The CJMC shall have the following functions:

14.6.5.1. Oversee compliance of the Parties to their obligations under this Agreement;
14.6.5.2. Coordinate planning, monitoring and verification of the implementation of this Agreement;
14.6.5.3. Facilitate liaison between the Parties;
14.6.5.4. Coordinate monitoring and verification of disengagement, disarmament and redeployment of the forces as agreed upon in this Agreement;
14.6.5.5. Check on the conduct of the military forces;
14.6.5.6. Specification of current locations of troops as of the D Day;
14.6.5.7. Monitoring troop strength, stocks of arms, ammunitions and other war-related equipment;
14.6.5.8. Coordination and monitoring of permitted military movement and itineraries thereof;
14.6.5.9. Receiving and verifying unresolved violations, disputes and complaints and rule on them;
14.6.5.10. Serving as a channel of communication between the Parties;
14.6.5.11. Inspection of replenishment of supplies to the forces;
14.6.5.12. Supervision of demining activities, decommissioning of unexploded ordnance and other form of military hazards;
14.6.5.13. Dissemination of information about this Agreement;
14.6.5.14. help Parties in disarming and reintegrating armed groups;
14.6.5.15. monitor and verify the disarmament of all Sudanese civilians who are illegally armed;
14.6.5.16. be responsible for executing peace support operations in collaboration with VMT, JMC and CPMT, until the deployment of the UN monitors; after which the roles of the latter shall cease to exist;

14.6.6. Decisions reached by the CJMC shall be communicated down through the individual chains of command and reported up to the CPC.

14.6.7. Subject to the timing of different activities specified in the Agreement on Security Arrangements, the CJMC may readjust on practical considerations the timing of activities or obligations related to ceasefire including redeployment North and South of the 1956 North-South border and activities referred to in sub-section 8.7 herein.

14.6.8. The CJMC shall compile necessary cartographical and mapping references which, once agreed to by the Parties, shall be used for the purposes of monitoring the implementation of this Agreement. However, such cartographical and mapping references shall have no bearing whatsoever on the subsequent delineation of the 1/1/1956 North/South border by the adhoc border commission that the Parties will set up as part of the Agreement on Implementation Modalities.

14.6.9. The CJMC shall be entitled to move freely throughout the Ceasefire Zone.

### 14.7 Area Joint Military Committee (AJMC)

14.7.1 The AJMC that shall be established in Juba, Malakal, Wau, Kadugli, Abyei, Damazien or Kurmuk, and shall be composed as follows:

- 14.7.1.1 The most senior UN Officer in the Area, Chairperson;
- 14.7.1.2 Equal number of senior officers from SAF and SPLA;
- 14.7.1.3 UN monitors.

14.7.2 AJMC shall be established in Kassala or Hamashkoreb in Eastern Sudan to monitor and verify the redeployment of SPLA forces as provided in sub-section 4 (c)(v)(a) of Agreement on Security Arrangements;

14.7.3 The AJMC shall be charged with the following functions:

- 14.7.3.1 monitor and verify alleged violations and resolve disputes;
- 14.7.3.2 report periodically and refer unresolved complaints to CJMC;
- 14.7.3.3 Liaise and share information with the Security Committee in the designated area;

### 14.8 Joint Military Teams (JMTs)

14.8.1. JMTs shall be the lowest operating unit of the ceasefire monitoring mechanism;

14.8.2. JMTs shall be established and designated by the AJMC at that level;

14.8.3. A JMT shall be composed of UN senior officer at that level, international monitors, equal number of officers from SAF and SPLA.

14.8.4. JMTs shall conduct regular patrols and visits throughout their respective areas to prevent violations, preserve the ceasefire, and assist in building confidence.

14.8.5. JMTs shall monitor, verify and report alleged violations to the appropriate AJMC.

## 15. UN Peace Support Mission

15.1. The Parties agree to request the United Nations to constitute a lean, effective, sustainable and affordable UN Peace Support Mission to monitor and verify this Agreement and to support the implementation of the Comprehensive Peace Agreement as provided for under Chapter VI of the UN Charter;

15.2. The Parties call upon the international community to provide technical and financial assistance, given the financial constraints of GOS and particularly the nature and structure of SPLA, to expedite the implementation of the ceasefire activities.

15.3. International monitoring shall be carried out by UN, considering that the official working languages in Sudan are Arabic and English, who may make the use of the services of UN protection unit. The size of the UN Peace Support Mission, including any UN force protection element, shall be determined by the UN in consultation with the Parties.

15.4. For the purpose of monitoring activities related to the ceasefire, the international monitors shall have unrestricted access in accordance with a Status of Forces Agreement (SOFA), which shall be concluded with the United Nations as soon as possible. Such SOFA shall contain the provisions agreed to by the Parties with the United Nations immediately following the conclusion of the Comprehensive Peace Agreement.

15.5. The parties agree that the presence and size of the UN peace support mission shall be determined by the implementation time table of this Agreement (disengagement, disarmament, redeployment, etc) and shall gradually phase out with successful implementation of the time tables, increased confidence building, and commitment of the parties towards the implementation of this Agreement.

15.6. The Parties agree to request the UN to provide cultural orientation to all its members to create conducive atmosphere for respect and better understanding of social values and cultures so as to ensure effective implementation of this Agreement;

15.7. The Parties undertake to respect the exclusively international nature of the UN Peace Support Mission as in terms of flag, vehicle markings, communication, travel and transport, privileges and immunities, facilities, provisions, supplies, services, sanitary arrangements, recruitment of local personnel, currency, entry, residence, departure, uniform, arms, permits and licences, military police, arrest, transfer of custody, mutual assistance, jurisdiction, deceased members and settlement of disputes;

15.8. SAF and SPLA members of AJMCs and JMTs shall have the right to participate in verification and monitoring missions, however in case of failure of either or both Parties to participate, the mission shall still continue with its verification and monitoring tasks.

15.9. The Verification and Monitoring Team (VMT), the Joint Military Commission (JMC) in Nuba Mountains and the Civilian Protection Monitoring Team (CPMT) shall continue performing their duties, under operational control of the UN Mission, according to their present and/or expanded mandate, fill the gap and carry out duties as shall be entrusted to them by the Parties until the UN Mission is operational, after which their roles shall cease to exist.

# PART II

## The Armed Forces

### 16. Military Mission and Mandate

16.1. Without prejudice to the provisions of sub-sections 1 (b) and 4.1(b) of the Agreement on Security Arrangements, the mission and mandate for Sudan Armed Forces (SAF), Sudan People's Liberation Army (SPLA) and the Joint/Integrated Forces within their respective areas of deployment during the interim period shall clearly be specified within the first year of the interim period by the Joint Defence Board subject to the approval of the Presidency.

16.2. Without prejudice to sub-section 16.1 above, the Sudanese Armed Forces (SAF), the Sudan People's Liberation Army (SPLA) and the Joint/Integrated Units (JIUs) shall be charged with the mission of defending the sovereignty and territorial integrity of the Sudan during the Interim Period.

16.3. The two Armed Forces and the JIUs shall be regular, professional, and non-partisan armed forces. They shall respect the rule of law and civilian government, democracy, basic human rights, and the will of the people.

16.4. As per Article (1) (b) and (4) (b) (III) of the Agreement on Security Arrangements, the Armed Forces (SAF, SPLA and JIUs) shall undertake the responsibility of the defence of the country against threats in their areas of deployment pending appropriate decision from the JDB.

16.5. The involvement of the Armed Forces as defined in sub-section 16.4 above, in constitutionally specified emergencies, shall be determined in the Interim Constitution.

16.6. The Parties shall jointly develop a code of conduct for the members of all armed forces based on the common military doctrine that shall be developed as stipulated for in section 6 of the Agreement on Security Arrangements.

16.7. The elements of the code of conduct provided for in sub-section 16.6 above shall:

- 16.7.1. be informed by the provisions of sub-section 16.2 above;
- 16.7.2. make a clear distinction between the military functions from partisan political functions;
- 16.7.3. make repudiation that such forces can be used as agency of physical intimidation of the civilian population;
- 16.7.4. make a clear distinction between military mandate from the policing mandate during ceasefire period;
- 16.7.5. make clear that all members of armed forces shall not be involved in illicit activities that may affect the environment and natural resources.

## 17. The Joint Defence Board (JDB)

17.1. The JDB shall be composed and structured on parity basis and take its decisions by consensus. It shall be composed of the Chiefs of Staff of SAF and SPLA, their deputies and four senior officers from each Party.

17.2. The JDB shall exhibit a characteristic of well-functioning body capable of timely response to tasks and situation.

17.3. The JDB shall have a Technical Committee to be formed from four senior officers from both sides.

17.4. The Technical Committee shall undertake the duty of coordination between the two forces and resolve different problems that may ensue. It shall report regularly to the JDB in all ordinary and extraordinary sessions.

17.5. The two Commanders in Chief shall appoint the Commander and the deputy commander of the JIUs who shall be ex officio members of the JDB.

17.6. In the event of any external or internal threat, the JDB shall, subject to section 16.2 above, decide on how to address the situation. The JDB shall decide whether all forces, the JIUs or either force (SAF and SPLA) shall handle the threat alone or collectively. The JDB may also decide on the appropriate support and reinforcements that other forces shall lend to the forces facing direct threat and aggression. In a joint operation, JDB shall determine lead HQS for that operation.

17.7. The JDB shall be entrusted to work out a comprehensive framework for confidence building. Confidence building measures between the SAF and SPLA may include exchanging visits, organizing cultural and sport events, convening of joint training courses, and participating in national and religious celebrations and any other activities that shall help in building confidence.

17.8. The JDB shall form a committee to lay down the principles of the future Sudan National Armed Forces, should the result of the referendum on self-determination confirm unity.

17.9. At the earliest opportunity, appointed representatives of SAF and SPLA will determine, taking into account point 17.1 of this Agreement, a staff structure in support of JDB command. They will calculate a budget and recommend how it is be resourced.

## 18. Redeployment

18.1. The line of redeployment of SAF and SPLA shall be South/North Border of 1/1/1956 as came in Article 3 (b), in the Agreement on Security Arrangements during the Interim Period signed on 25th September, 2003.

18.2. SAF commits to redeploy its forces as per Article 3 (b) of the Agreement on Security Arrangements to the North of South/North border of 1/1/1956 beginning from the Pre Interim Period according to the following steps:

a) Step I: Reduction by seventeen percent (17%) by D-day + 6 months;
b) Step II: Reduction by fourteen percent (14%) by D-day + 12 months;
c) Step III: Reduction by nineteen percent (19%) by D-day + 18 months;
d) Step IV: Reduction by twenty-two percent (22 %) by D-day + 24 months;
e) Step V: Complete redeployment of the remainder twenty-eight percent (28%) by D-day + 30 months.

18.3. SPLA commits to redeploy its forces pursuant to Article 3 (c) and Article 4 (c) (V) (a) of the Agreement on Security Arrangements as detailed below.

18.4. The SPLA forces in the eastern Sudan shall be redeployed to the south of North/South border of 1/1/1956 beginning from pre-interim period according to the following steps:

a) Reduction by thirty percent (30%) by D-day + four months.
b) Reduction by fourty percent (40%) by D-day+ 8 months.
c) Complete redeployment of the remainder thirty percent (30%) by D-day 12 months.

18.5. The SPLA shall complete redeployment of its excess forces from Southern Blue Nile and Southern Kordofan/Nuba Mountains within six months of the deployment of the JIUs in those areas.

18.6. Without prejudice to the Agreement on the Security Arrangements and the right of Sudan Armed Forces (SAF) Command to deploy forces all over North Sudan as it deems fit, SAF troop levels in Southern Kordofan/Nuba Mountains and Blue Nile during the Interim Period shall be determined by the Presidency.

18.7. After the JIUs deployment in Abyei, all other forces shall be redeployed outside the area. However, the size JIUs Battalion in Abyei shall conform to JIUs organizational standards according to the Protocol between the Government of Sudan and the Sudan People's Liberation Movement on the Resolution of the Conflict in Abyei Area of 26th May, 2004.

## 19. Optimal Size of the Armed Forces

After the Completion of SAF redeployment to the North the parties shall begin the negotiations on proportionate downsizing. Nonetheless, the parties shall allow voluntary demobilization, demobilization of non-essentials (child soldiers and elderly, disabled) during the first year of Interim Period.

## 20. The Status of Joint Integrated Units

20.1. There shall be formed Joint/Integrated Units (hereinafter referred to as JIUs) during the pre-interim and the interim period from the SAF and the SPLA. This shall form the nucleus of the future Sudanese National Armed Forces (SNAF) should the result of the referendum on the right of self-determination for the people of Southern Sudan confirm unity of the country.

20.2. If the result of the referendum is in favour of secession of the South from the North, the JIUs shall dissolve with each component reverting to its mother Armed Forces to pave the way for the formation of the separate Armed Forces for the emerging states.

20.3. Notwithstanding sub-Sections 20.10.1, 20.10.2, 20.10.3, 20.10.4, and 20.10.5, formation, training, tasking and deployment of JIUs formations and sub-formations shall be completed not later than D-day + 21 months.

20.4. At the initial stage of the formation of the JIUs, SAF component shall be liable to relief "after two years of deployment". Nonetheless, they shall be locked-in by D-day + 33 months.

20.5. At the inception, the JIUs shall remain in their joint form. However, the process of full integration shall be completed by D-day + 52 months.

20.6. The JIUs as per Agreement on Security Arrangements shall fall under the command of the Joint Defence Board (JDB). Nevertheless, the two Commanders-in-Chief shall appoint the commander and deputy commander for the JIUs as the highest level who shall, by virtue of their positions, be members of the JDB. They shall oversee routine command matters of the JIUs in accordance to authority conferment by the JDB.

20.7. The JIUs command shall be exercised on parity basis between SAF and the SPLA officers with alternation of roles at the uppermost and other levels of command.

20.8. The JIUs personnel shall be treated equally. There shall be uniformity in welfare, salaries, emoluments, pensions rights, supplies, armament, and equipment.

20.9. The Parties have further discussed the issue of establishing JIUs in Eastern Sudan and have decided to continue discussing the issue during the Interim Period and resolve it as they deem fit.

### 20.10 Training of the Joint Integrated Units

20.10.1. Both Armed Forces (SAF and SPLA) shall complete selection and organization of officers, Non-Commissioned Officers (NCOs) and men for the JIUs within three months from the beginning of the Pre-Interim Period.

20.10.2. Notwithstanding sub-section 20.3 above, the JIUs components from both Parties shall be formed within three months from the Pre-Interim Period and co-locate in their various training centres to be trained for not less than six months after which they shall be tasked and deployed.

20.10.3. There shall be developed as soon as practicable a joint doctrine, code of conduct, as well as disciplinary laws, regulations, and standing operating procedures to govern the JIUs general training policies, programmes, disciplinary scopes and behavioral patterns.

20.10.4. In view of special status of Khartoum and Juba, the JIUs Command shall allot tasks to the JIUs contingents that shall be deployed to these cities by the end of the Pre-Interim Period after completion of initial joint training session that shall not exceed three months. Nonetheless, the JIUs command shall organize further training sessions for these contingents in accordance to JIUs training policy and programmes.

20.10.5. The parties shall appeal to the international community to render additional technical, material and financial support to assist in forming and training the JIUs.

### 20.11. JIUs Command and Control

The JIUs Headquarters is under command of JDB and shall be located in Juba. The JIUs command shall perform among other things, the following duties and responsibilities:

20.11.1. Command of the JIUs formations and units;
20.11.2. Promotion of mutual cooperation between the JIUs, SAF and SPLA at all command levels;
20.11.3. Coordination of supply and replenishments plans with the JDB;
20.11.4. Implementation of the JDB plans, policies, programmes and directives pertaining to the JIUs;
20.11.5. Appointment and transfer of JIUs officers within the discretion of the JIUs command;
20.11.6. Create and promote confidence building measures;

20.11.7. Development and execution of training programmes for the JIUs;
20.11.8. Coordination with the CPC;
20.11.9. Resolution of disputes that may arise within the JIUs jurisdiction.

20.12. The JIUs Commanders shall exercise the following authority/responsibility:

20.12.1. Command and control of JIUs in their respective areas of command;
20.12.2. Implementation of and compliance with the directives of the JIUs Higher Headquarters;
20.12.3. Implement confidence building policies of the higher headquarters as well as create and promote confidence building measures within their power as shall be desirable;
20.12.4. Development and execution of training programmes within their command jurisdiction;
20.12.5. Performance of any other duties that may be conferred upon them by the higher headquarters.

20.13. The JIUs Composition and Organization

20.13.1 Composition

20.13.1.1. The JIUs shall initially be formed from SAF and SPLA, out of their ground forces;
20.13.1.2. By D-Day + 12 months, SPLA nominated personnel shall commence training in the service arms of the Airforce, Navy and Air Defence, so as to make available SPLA contribution to the JIUs Service Arms which shall be established as per sub-section 20.13.1.3 below;
20.13.1.3. By D-Day+36 months, the first JIUs service arms unit shall be established, others shall follow according to the graduation of qualified SPLA JIUs personnel as determined by the JDB, further training may continue according to the needs as may be decided by the JDB;
20.13.1.4. SAF component of the JIUs service arms shall be nominated and assigned as soon as the SPLA component of JIUs service arms is trained and graduated;
20.13.1.5. JIUs Service Arms of the Airforce, Navy and Air Defence shall be part of the overall number of forces of the JIUs already agreed to by the Parties.

20.13.2 Organization

20.13.2.1. The higher JIUs formation shall be division (see organizational structure attached as appendixure 3). Thus, there shall be formed five JIUs division and one independent brigade as follows:

a) 1st Infantry Division which shall have a total strength of 9000 officers, NCOs and men and shall be deployed in Equatoria area.

b) 2nd Infantry Division which shall have a total strength of 8000 officers, NCOs and men and shall be deployed in Upper Nile area.

c) 3rd Infantry Division which shall have a total strength of 7000 officers, NCOs and men and shall be deployed in Bahr el Ghazal area.

d) 4th Infantry Division (unlike the other divisions, both 4th and 5th Infantry divisions are under-strength divisions) which shall have a total strength of 6000 officers, NCOs and men and shall be deployed in southern Blue Nile.

e) 5th Infantry Division which shall have a total strength of 6000 officers, NCOs and men and shall be deployed in southern Kordofan/Nuba Mountains.

f) Independent Brigade which shall be deployed in Khartoum with the total strength of 3000 officers, NCOs and men.

20.13.2.2. There shall be formed a JIU Infantry Battalion (Inf. Bn.) for Abyei Area whose strength shall be in accordance with JIUs standards. It shall be deployed in Abyei area and attached to 3rd Infantry Division.

20.13.2.3. Infantry brigades, of not more than 3000 troops each, to compose of:

i. Brigade Command;
ii. Brigade HQ Company;
iii. Two to four infantry Battalions;
iv. Armored, artillery, engineering, transport, signal and medical corps.

20.13.2.4. The infantry battalion shall compose of:

i. Battalion Command;
ii. Battalion HQ Company;
iii. Two to four infantry companies;
iv. Support Company.

20.13.2.5. JIUs battalion shall be formed of two SAF companies and two SPLA companies, whereas the HQs Company and the support company shall be mixed. The size of the forces in each locality shall not exceed one infantry battalion.

## 20.14 JIUs Detailed Deployment

### 20.14.1. First JIUs Infantry Division – Equatoria

a) Division Headquarters: Juba town.

b) Juba Brigade Headquarters: Juba town.
c) Subunits deployment: Around Juba town.
d) Torit Brigade Headquarter (+) Inf Bn: Torit town.
e) Subunit Deployment: Kapoeta, Yei, and Jabor.
f) Maridi BrigadeHeadquarters (+) Inf Bn: Maridi town.
g) Subunits deployment : Mondari, Yambio, Tombara.

### 20.14.2. Second Infantry Division - Upper Nile

a) Division Headquarters: Malakal town.
b) Malakal Brigade Headquarters (+) two Inf Bns: Malakal town.
c) Subunits deployment: Nasir, Bounj and Malut.
d) Bentiu Brigade headquarters (+) Inf Bn: Bentiu town.
e) Subunits deployment: Pariang, and Bor.

### 20.14.3. Third Infantry Division - Bahr el Ghazal

a) Division Headquarters: Wau town.
b) Wau Brigade headquarters (+) two Inf Bns: Wau town.
c) Subunits deployment: Tonj, Rumbek, and Shambe
d) Aweil Brigade headquarters (+) two Inf Bns: Aweil town.
e) Subunits deployment: Raja, Gogrial.
f) Abyei Area Independent Battalion attached.

### 20.14.4. Fourth Infantry Division - Southern Blue Nile

a) Division Headquarters: Dindiro town.
b) Dindiro Brigade headquarters (+) Bde Hqs (+) one Inf Bn: Dindiro.
c) Subunits deployment: Kurmuk, Geizan, Ulu.
d) Takamul Brigade headquarters (+) one Inf Bn: Takamol.
e) Subunits deployment: Damazin, Umdarfa'a, Menza.

### 20.14.5. Fifth Infantry Division - Nuba Mountains

a) Division headquarters (+) one Inf Bn: Kadogli town.
b) Kadugli Brigade headquarters: Heiban.
c) Subunits deployment: Heiban, El Buram, Talodi.
d) Deleng Brigade headquarters (+) one Inf Bn: Deleng town.
e) Subunits deployment: Jebel Eried, Julud, Um Sirdibba.

### 20.14.6. Khartoum Independent Brigade

There shall be one JIUs Brigade in Khartoum that shall be deployed with the Republican Guard in Soba. The VIP Protection Force is located according to the Presidential Unit, and Capital Security Force in Jebel Awlia'a.

20.14.7. The Parties agree that the JIUs shall protect the oilfields as provided in sub-section 20.14.2 and the oil installations shall be demilitarized. In case of any threat to the oil installations, the JDB shall decide on the appropriate and necessary measures.

## 21. Funding of the Armed Forces

21.1. During the Interim Period, SAF forces and JIUs shall be funded by the National Government, whereas the SPLA forces shall be funded by the Government of Southern Sudan, subject to the principle of proportional downsizing as per Security Arrangements Protocol and the approval of Southern Sudan Legislature. To meet this obligation, the Government of Southern Sudan shall raise financial resources from both local and foreign sources and seek international assistance. These financial resources shall be channeled through the Bank of Southern Sudan and managed according to the principles of Wealth Sharing Protocol.

21.2. The elected National Legislature during the Interim Period shall review and finally resolve the issue of the funding of the Sudan National Armed Forces (SNAF) so as to make unity of the Sudan an attractive choice in the referendum on self-determination by the people of Southern Sudan, and to create sound basis for the formation of the future army of the Sudan that shall be composed from the Sudanese Armed Forces (SAF) and the Sudan People's Liberation Army (SPLA) and the JIUs, should the result of referendum on self-determination confirm unity.

## 22. Policing Issues and Domestic Security

22.1. In order to facilitate the removal and withdrawal of the military and paramilitary forces from areas where they were previously located and in order to return societal order and harmony, in accordance with the law, in compliance with national and international acceptable standards and with accountability to the Courts and civil Administration, the police at the appropriate level during the ceasefire shall:

22.1.1. Maintain law and public order;
22.1.2. Ensure safety and security of all people and their property;
22.1.3. Prevent and detect crimes.
22.1.4. Assist returning refugees, the displaced and other returnees to start a normal, stable and safe life in their respective communities;
22.1.5. Provide national service ( such as nationality, civil registry, identity documents (IDs), passports etc.) and other police services and make them available to all citizens in their locations;
22.1.6. Protect VIPs in collaboration with other security agencies;
22.1.7. Preserve natural resources;
22.1.8. Combat illicit trafficking in narcotics, drugs and illegal

trade in firearms and other organized and transboundary crimes in the area;

22.1.9. Control illegal presence and movement of aliens in the area;

22.1.10. Collect data and information on criminal matters that threaten implementation of the peace agreement in the area.

22.1.11. Remove the need for the deployment of military and para-military forces in villages, communities and city streets;

22.1.12. Combat corruption at all levels of government and civil society; and

22.2. In order to strengthen the effective implementation of this Agreement, the National Police may assist, as required, other police at all levels to establish and promote police service at that level;

22.3. The police shall cooperate and participate in the entire process of ceasefire implementation;

22.4. The Parties agree that the police in the territorial jurisdiction of the ceasefire shall assume their normal functions and activities, particularly in the areas where military and para-military forces had previously assumed their functions;

22.5. The Parties call upon the international community to assist in the areas of training, establishment and capacity building of police and other law enforcement agencies for the sustenance of peace and rule of law;

22.6. The Parties recognize the need for cooperation and coordination mechanism between the national police and other law enforcement agencies at all levels with regards to the implementation of this Agreement.

# PART III

## Demobilization, Disarmament, Re-Integration and Reconciliation

### 23. Objectives

23.1 The overarching objective of the DDR process is to contribute to creating an enabling environment to human security and to support post-peace-agreement social stabilization across the Sudan, particularly war affected areas.

23.2 The DDR programme shall take place within a comprehensive process of national reconciliation and healing throughout the country as part of the peace and confidence building measures.

### 24. Guiding Principles

24.1 In implementing the DDR programme the Parties agree that the implementing organs shall be guided by the following common principles:

24.2. The national ownership of the process and that the capabilities of the National Institutions shall be built to effectively lead the overall DDR process; for this purpose efficient planning, implementation and supervisory institutions shall be established to operate as soon as possible.

24.3. That the DDR process in the Sudan shall be led by recognized state institutions and international partners shall only play a supportive role to these institutions. The process shall be sustained through cooperation and coordination with local NGOs and active support from the international community by facilitating and extending material and technical assistance throughout the entire DDR process and the transition from war to peace.

24.4. That no DDR planning, management or implementation activity shall take place outside the framework of the recognized interim and permanent DDR institutions referred to in paragraphs 25.1 and 25.2. hereunder.

24.5. Fairness, transparency, equitability and consistency for determining the eligibility of ex-combatants targeted for assistance.

24.6. Ex-combatants shall be treated equitably irrespective of their previous military affiliations; as well, they shall be empowered by provision of training and information to voluntarily choose their path to reintegration. The reintegration process shall be community based and equally benefits returnees and local communities.

24.7. That the DDR is mostly a civilian process although the military input is vital. While disarmament and demobilization are mainly military, the civilian efforts in reintegration are paramount, particularly with reference to decisions of methodology and organization. The military will have input but the decisions and implementation of such programmes are the responsibility of the relevant institutions created for this purpose.

24.8. The DDR programme shall be gender sensitive and shall encourage the participation of the communities and the civil society organizations with the view to strengthening their capacities to play their role in improving and sustaining the social and economic reintegration of former combatants.

24.9. The demobilization of all child soldiers within six months of the signature of the Comprehensive Peace Agreement.

24.10. The identification and registration within six months from the signature of the Comprehensive Peace Agreement of all children separated from their families for family tracing and ultimate reunification;

24.11. UNICEF, ICRC and other international organizations are called upon to assist in the child component of the DDR in the Sudan;

24.12. That adequate financial and logistical support shall be mobilized by the international community including governments, governmental agencies, humanitarian organizations and non-governmental organizations (NGOs).

24.13. The observance of a high level of transparency and accountability with respect to the DDR programmes financial management.

24.14. The maintenance of an appropriate and optimal degree of flexibility to respond to the emerging needs on the ground in a timely manner.

## 25. DDR Institutions

25.1. To realize the best objective of the DDR process in the entire country, and to avoid any possibilities of relapsing into war, the Parties state their dedication to undertake timely steps to establish the following institutions to plan, manage and implement the DDR programmes:

25.1.1. The National DDR Coordination Council (NDDRCC), with the prime responsibility of policy formulation, oversight, review, coordination and evaluation of the progress of the Northern and Southern Sudan DDR commissions referred to in 25.1.2 hereunder. The NDDRCC shall be appointed by and accountable to the Presidency.

25.1.2. The Northern Sudan DDR Commission (NDDRC) and the Southern Sudan DDR Commission (SDDRC) shall be mandated to design, implement and manage the DDR process at the northern and southern sub-national levels respectively.

25.1.3. The State DDR commissions shall be entrusted with the responsibility of implementation of the programmes at the state and local levels.

25.2. Until the aforementioned institutions are established the Parties agree to put in place Interim DDR bodies to:

25.2.1. Act as bases for the future Sub-National DDR institutions established in 25.1 above.
25.2.2. Coordinate and prepare detailed DDR proposals.
25.2.3. Commence technical discussion with international donors and agencies regarding partnership and funding requirements and modalities for the DDR implementation programmes.
25.2.4. Coordinate with the UN-DPKO mission on issues pertaining to DDR.
25.2.5. Prepare draft operational proposals for DDR programmes.
25.2.6. Prepare to establish formal DDR capacity building and facilitate training in DDR through seminars, workshops and study tours.
25.2.7. Coordinate joint DDR preparatory activities.
25.2.8. Prepare in collaboration with the international actors data collection, including socio-economic surveys in the areas where the DDR programmes will be implemented and undertake needs assessment to provide data on target groups.

### 26. Previous Contractual Obligations

Recognizing that both Parties have existing contractual arrangements with international organizations and agencies related to DDR, the Parties agree:

26.1. To commence a process of negotiations with these agencies and organizations to close down and transfer current DDR-related activities to the incoming DDR institutions.

26.2. That the interim DDR bodies shall undertake the task of leading and concluding these negotiations, and shoulder the operational responsibility of the activities thereafter.

### 27. Humanitarian and General Provisions

27.1. Upon signature of the Comprehensive Peace Agreement, the Parties shall:

27.1.1. exchange information on Missing in Action and shall trace them to their best efforts;
27.1.2. agree to lifting the state of emergency in the Sudan except in areas where conditions do not permit;

27.2. The Parties agree that the issue of the release of all civil [redacted] detainees as part of the confidence building measures, national healing and reconciliation process shall be discussed on and dealt with within the discussions on the implementation modalities.

27.3. Humanitarian law and civil and political rights shall be closely observed.

27.4. Collateral, secondary agreements and legislation shall not contradict this Agreement and shall be equally binding on the Parties.

27.5. The Parties shall call upon the governments at all levels, civil societal organizations, political forces, national NGOs and international community to assist and facilitate the reconciliation process at grass root levels.

## Appendix 1: Assembly Areas

| **SAF assembly points in Equatoria** | | | | **SPLA assembly points in Equatoria** | |
|---|---|---|---|---|---|
| No. | Sector | Assembly Area: Stage 1 | Assembly Area: Stage 2 | Assembly Area: Stage 1 | Assembly Area: Stage 2 |
| 1. | Rokon | Rokon | Rokon | Jambo | Jambo |
| 2. | Terkaka | a) Terkaka<br>b) Kaltok | Terkaka | Tendilo Amadi | Amadi |
| 3. | Bango | Bango. | Bango | Lanya | Lanya |
| 4. | Southern | Korki; | Bango | Rojo | Rojo |
| 5. | Sendiro | a) Labonok;<br>b) Sindiro. | Sindiro | Kit Bridge | Kit Bridge |
| 6. | Jebelain | Nisito | Nisito | Magwe | Agoro |
| 7. | Leria | Leria | Nengala | Kiyalla | Kiyalla |
| 8. | Nengala | Nengala. | Nengala | Kidepo | Kidepo |
| 9. | Jumeza | Jumeza | Jumeza | Nyore | Nyore |
| 10. | Bor | Bor | Bor | Najero | Najero |
| 11. | Torit | Torit | Leria | | |
| 12. | Juba Sectors:<br>a) The Central.<br>b) Northen.<br>c) Southern.<br>d)Eastern<br>e)Western | a) Juba HQs.<br>b) CCI (Juba Airport).<br>c) Godalli | | | |

| **SAF assembly points in Upper Nile** | | | **SPLA assembly points in Upper Nile** | |
|---|---|---|---|---|
| No. | Sector | Assembly Area: Stage 1 | Assembly Area: Stage 2 | Assembly Area: Stage 1 |
| 1. | Bahr el Gabal:<br>a) Al Ganal;<br>b) Attar;<br>c) Fangak;<br>d) Tonja;<br>e) Adok el Bahar. | Al Ganal.<br>Attar.<br>Pam-Al-Zaraf.<br>Tonja.<br>Adok el Bahar. | Kadok<br>Tonja | Baidit.<br>Wathkec.<br>Maguok.<br>Molbok.<br>Maker.<br>Aboroc |
| 2. | Sobat:<br>a) Al Nasir;<br>b) Olang;<br>c) Al Doma;<br>d) Glashek;<br>e) Adong And Balait;<br>f) Negdiar. | Al Nasir.<br>Adong.<br>Al Doma.<br>Al Doma. | Adong<br>Al Doma | Guffa.<br>Kariel.<br>Nimne.<br>Jaw. |
| 3. | White Nile:<br>a) Detok;<br>b) Kadok;<br>c) Akoka;<br>d) Waushulik and Detang;<br>e) Warjok | Kadok.<br>Kadok.<br>Kadok.<br>Malakal.<br>Lello. | Lello | |
| 4. | **Western Upper Nile:**<br>Leer. | a) Koj el Sharika | Koj el Sharika | |
| 5. | Bentiu | a) Niyaldio;<br>b) Bantiu. | Robkona | |
| 6. | Rabkona | Rabkona | | |
| 7. | Rogat | Rogat | Heglig | |
| 8. | Wankai | Wankai | | |
| 9. | Mayom | Mayom | | |
| 10. | Tamr | Tamr | | |
| 11. | Manga | Manga | | |
| 12. | Tor | Tor | Tor | |
| 13. | Pariang | Pariang | | |
| | | | | |
| 14. | **Eastern Upper Nile:**<br>Bonj. | Bonj. | Jumam | |
| 15. | Adareil | Adareil | Adareil | |

| **SAF assembly points in Upper Nile** | | | **SPLA assembly points in Upper Nile** | |
|---|---|---|---|---|
| 16. | Jumam. | Jumam. | | |
| 17. | Mallot. | Mallot. | Mallot | |
| 18. | Falloj | Falloj | | |
| 19. | Khor Adar Bridge | Khor Adar Bridge | | |
| 20. | Kaka el Tijaria | Kaka el Tijaria | | |
| 21. | Renk | Renk | | |
| 22. | Galhak | Galhak | Galhak | |

| **SAF assembly points in Bahr el Ghazal** | | | | **SPLA assembly points in Bahr el Ghazal** | | |
|---|---|---|---|---|---|---|
| No. | Sector | Assembly Area: Stage 1 | Assembly area: Stage 2 | Assembly Area: Stage 1 | Assembly Area: Stage 2 | Remarks |
| 1. | Wau | Wau; | Wau/Grinti. | Tawtin<br>Pariak | Tawtin | |
| 2. | Gogrial | Kuajwok | Kuajwok | Akur | Akur | |
| 3. | Aweil | Aweil | Aweil/Mathyang | Manyang | Manyang | |
| 4. | Raja | Raja | | Tonj | | |
| 5. | Daim Zubair | Daim Zubair | Boro el Bahar | Wun Yiik.<br>Riang awai.<br>Nyamlel<br>Awada.<br>Awarial<br>Ramshiel<br>Malau | Riang awai<br>Awada<br>Nyuamlel<br>Wun Yiik<br>Mapel<br>Ramshiel<br>Malau | |

**Abyei:**
SAF Forces to be assembled in Abyei and the SPLA to be assembled in Gong Mabil.

| **SAF assembly points in Southern Blue Nile** | | | | **SPLA assembly points in Southern Blue Nile** | | |
|---|---|---|---|---|---|---|
| No. | Sector | Assembly area: Stage 1 | Assembly area: Stage 2 | Assembly area: Sage 1 | Assembly area: Stage 2 | |
| 1. | Giesan | a) Bakori;<br>b) Balonsho; | Bakori | Ulu.<br>Sali.<br>Ufud-Shatiyo. | Ulu<br>Sali<br>Ufud-Shatiyo | |
| 2. | Central | a) Dindiro;<br>b) Bulang. | Dindiro | | | |
| 3. | Western | a) Wad Abok;<br>b) El Salak. | Wad Abok | | | |

**Eastern Sudan:** for the purpose of disengagement of forces and redeployment of SPLA, the SAF and SPLA assembly areas in the Eastern Sudan shall be determined by the UN monitoring mission

## Nuba Mountains Assembly Areas:

Notwithstanding sub-section 10.1 of the Protocol on the Resolution of Conflict of Southern Kordofan and Blue Nile States and sub-section 18.6 of this Agreement and as part of the Permanent Ceasefire Agreement and transition from war to peace, the Parties agree that SAF shall further reduce the deployment of its forces in Nuba Mountains to peace-time level and that both Parties shall create assembly areas for the purposes of the establishment of the JIUs within the Nuba Mountains.

## Appendix 2 : Calendar and Timetable of Major Ceasefire Activities:

M – Day date of issuance of Security Council Resolution which will include mandate (M – Day estimated to be D – Day + 14 days)

**Pre-interim Period**:

| **Major ceasefire activities** (a) | **Proposed time** (b) | **Responsible Authority** (c) |
|---|---|---|
| 1. Entry into force of the ceasefire; | Upon signature of Comprehensive Peace Agreement. | The two parties/ current monitoring teams. |
| 2. Submission of detailed lists of size, particulars and locations of all forces to current monitoring teams; | D- Day<br>D-day | The two parties/ current monitoring teams.<br>The Presidency |
| 3. Lifting of state of emergency in Ceasefire Zone. | D-Day | |
| 4. Establishment of demining mechanism | D-Day+ 72 hours | The two parties |
| 5. Announcement and dissemination of information on ceasefire. | D-Day+ 72hours | The two parties |
| 6. Cessation of hostilities, including cessation of hostile propaganda. | D-Day+ 72 hours | The two parties |
| 7. Establishment of Joint Media Committee. | D-Day+72 hours | The two parties |
| 8. Establishment of Collaborative Committee. | D-Day+ 15 days | The two parties and the UN |
| 9. Establishment of Incorporation and Reintegration Adhoc Committees. | D-Day+ 15 days | Each party |
| 10. Release of POWs | DD+ 30 days | The parties and ICRC |
| 11. Establishment of JDB | D-Day+ 30 days | The two parties |
| 12. Establishment of CPC | D-Day+ 30 days | The two parties |
| 13. Establishment of CJMC | M-Day+30 days Operational by M – day + 45 days | The UN monitoring mission and the two parties |
| 14. Mobilization of international monitors and observers as well as mobilization of funds. | Starts M – Day + 30 days | The two parties + donors + UN |
| 15. Disengagement and separation of forces. (phase one) | D-Day+ 30 days | The two parties and the UN monitoring mission |
| 16. Establishment of National DDR Co-ordination Council and the two Sub-National Commissions | D-Day+ 30 days | The two parties |

| Major ceasefire activities (a) | Proposed time (b) | Responsible Authority (c) |
|---|---|---|
| 17.Deployment of UN monitoring mission | Starts M-Day+ 30 days | The UN |
| 18. Establishment of AJMC and JMTs. | Starts M-Day+75 days, operational by M – day + 90 day | The two parties and the UN |
| 19. Mandate of the current monitoring teams ends and UN verification and monitoring starts. | M-Day+ 90 days | The two parties The UN monitoring mission |
| 20. Redeployment of SAF and SPLA as per section 18 of this Agreement. | D-Day+ 90 days | The two parties and the UN monitoring |
| 21. Deployment of JIUs in Khartoum/ Juba. | D-Day+ 60 days | The two parties |
| 22. Establishment of JIUs co-location and training | D-Day+ 90 days | The two parties |
| 23. Concentration of forces in agreed upon assembly areas. | D-Day+ 90 days | The two parties and the UN monitoring mission |

**First half of the Interim Period:**

| Major ceasefire activities (a) | Proposed time (b) | Responsible Authority (c) |
|---|---|---|
| 1. Deployment of JIUs to their different locations. | D-Day+ 9 months | The two parties |
| 2. Completion of SPLA redeployment from Eastern Sudan | D-Day+12 months | The SPLA and the UN monitoring mission |
| 3. Beginning of training of SPLA nominated personnel to JIUs service arms. | D-Day+12 months | The two parties |
| 4. Common doctrine and code of conduct. | D-Day+12 months | The two parties |
| 5. Non-essentials (section 19) reinsertion and reintegration into civilian society | D-Day+ 12 months | DDR and the two parties |
| 6. Completion of SPLA redeployment from Nuba Mountains and Southern Blue Nile | D-Day+15 months | The SPLA and the UN monitoring mission |

| **Major ceasefire activities**<br>**(a)** | **Proposed time**<br>**(b)** | **Responsible Authority**<br>**(c)** |
|---|---|---|
| 7. Completion of SAF redeployment from south to North Sudan | D-Day+30 months | The SAF and the UN monitoring mission |
| 8. Continuation of DDR process | continue | The two parties and international experts (DDR) |
| 9. Disarmament of non-military personnel | Continue | The two parties and international experts (DDR) |
| 10. The UN verification and monitoring. | Continue | The UN monitoring mission |
| 11. Establishment of the first Joint/Integrated service arms unit. | D-Day+36 months | The two parties |

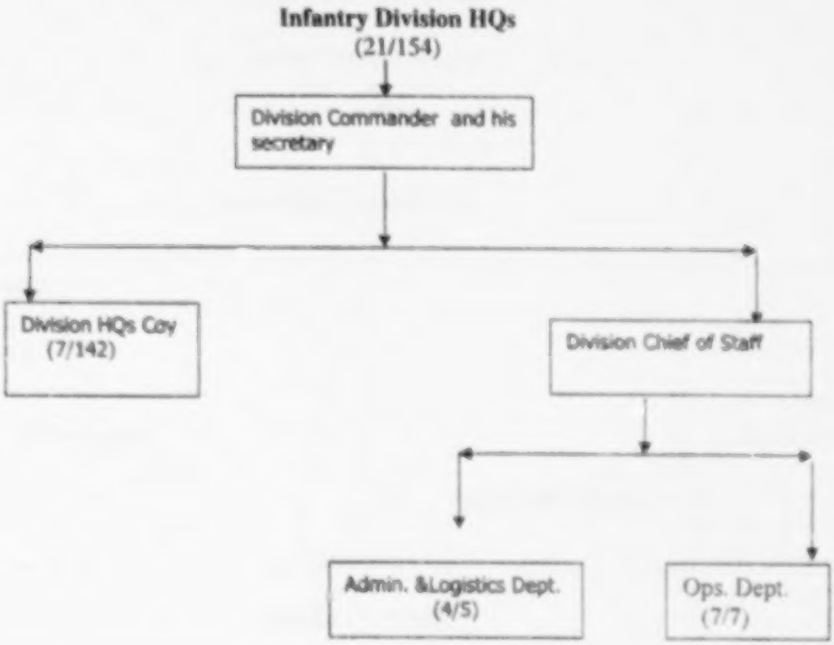
**Second half of the Interim Period:**

| (a) | (b) | (c) |
|---|---|---|
| 1. Continuation of DDR process | Continue | DDR |
| 2. Continuation of training programmes | Continue | JIUs command |
| 25. Continuation of establishment of JIUs Service Arms | Continue | The two aprties |
| 3. Development of ideas and modalities of transforming the JIUs into integrated ones. | starts | The two parties |
| 4.Termination of UN Monitoring Mission | D-day + 78 months. | The two parties |
| 5.Extension of the mandate of UN Monitoring Mission | Depending on the recommendations of ex-post appraisal by the parties. | The two parties |

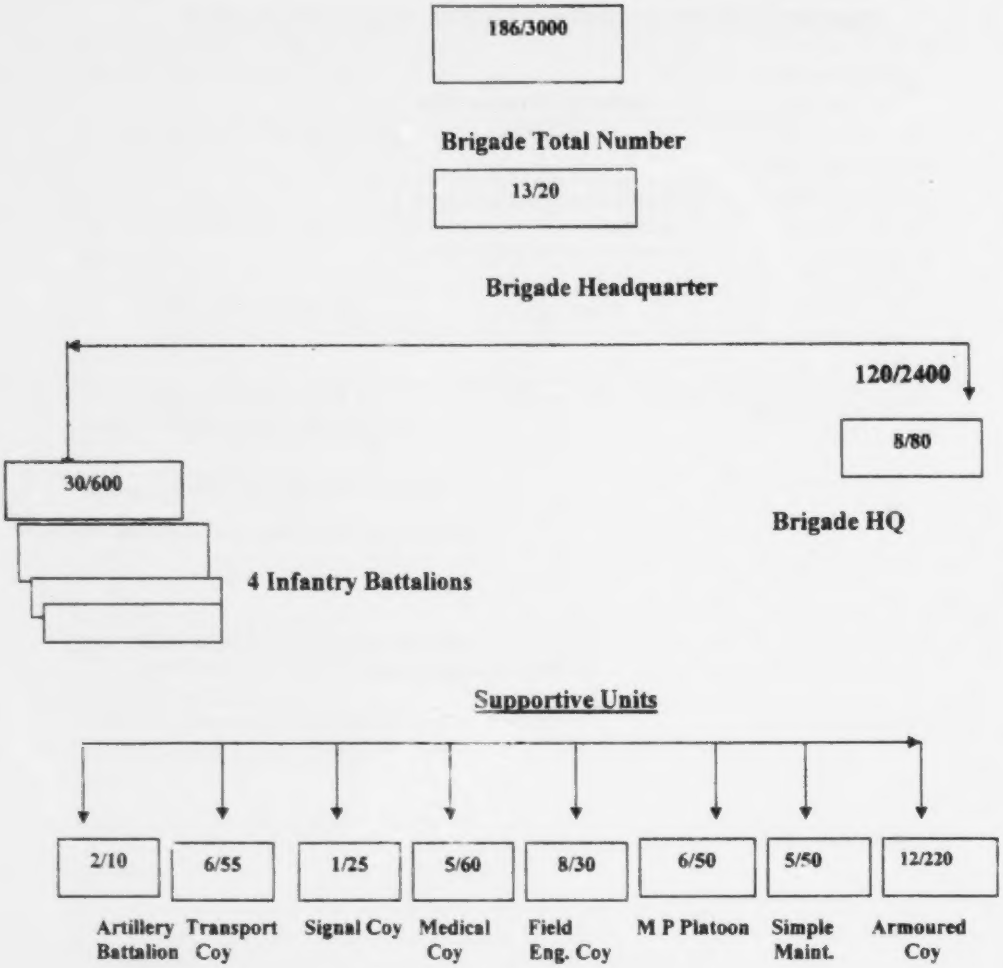
**Post Interim Period:**

| (a) | (b) | (c) |
|---|---|---|
| 1. review of the situation | Post interim +30days | The two parties |
| 2. Formation of SNAF in case of unity confirmed or dissolution of JIUs in case of secession. | Post interim + 90 days | The two parties |

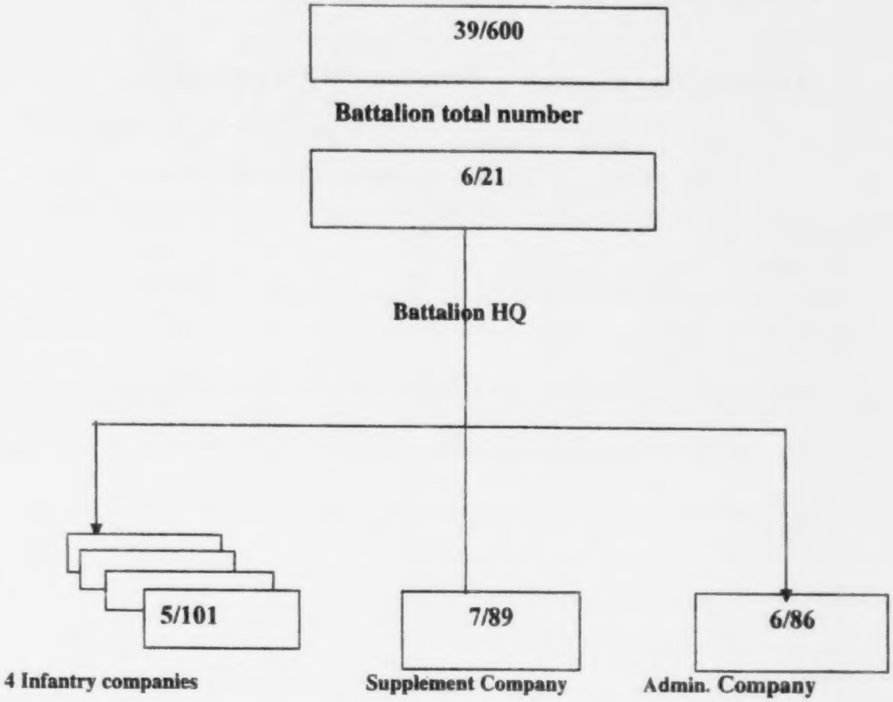
## Appendix 3: Structure of Infantry Division, Brigade and Battalion


Infantry Division HQs
(21/154)
Division Commander and his secretary
Division HQs Coy
(7/142)
Division Chief of Staff
Admin. &Logistics Dept.
(4/5)
Ops. Dept.
(7/7)

## BRIGADE STRUCTURE


186/3000
Brigade Total Number
13/20
Brigade Headquarter
120/2400
8/80
Brigade HQ
30/600
4 Infantry Battalions
Supportive Units
2/10
Artillery Battalion
6/55
Transport Coy
1/25
Signal Coy
5/60
Medical Coy
8/30
Field Eng. Coy
6/50
M P Platoon
5/50
Simple Maint.
12/220
Armoured Coy

# THE STRUCTURE OF INFANTRY BATTALION


39/600
Battalion total number
6/21
Battalion HQ
5/101
4 Infantry companies
7/89
Supplement Company
6/86
Admin. Company

## The Structure of Infantry Battalion (NCOs and File)

| S/N | Rank | Bn HQs | Admin. Coy | Support. Coy | 1st Coy | 2nd Coy | 3rd Coy | 4th Coy | Total |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Regiment Sergeant Major Training | 1 | – | – | – | – | – | – | 1 |
| 2. | RSM Admin. | – | 1 | – | – | – | – | – | 1 |
| 3. | RSM Clerk | 1 | – | – | – | – | – | – | 1 |
| 4. | RSM Technic. | 1 | – | – | – | – | – | – | 1 |
| 5. | Sergeant Major Admin. | – | 1 | – | – | – | – | – | 1 |
| 6. | Sergeant Major Clerk | 1 | – | – | – | – | – | – | 1 |
| 7. | Sergeant Major Technic. | 1 | 3 | – | – | – | – | – | 4 |
| 8. | Ser. Maj. Public Servant | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| 9. | Admin. Sergeant | 1 | 3 | 1 | 1 | 1 | 1 | 1 | 9 |
| 10. | Clerk Sergeant | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| 11. | Technic. Sergeant | 2 | 6 | - | - | - | - | - | 8 |
| 12. | Public Serv. Sergeant | 1 | 1 | 5 | 5 | 5 | 5 | 5 | 27 |
| 13. | Admin. Corporal | – | 3 | 1 | 1 | 1 | 1 | 1 | 8 |

| S/N | Rank | Bn HQs | Admin. Coy | Support. Coy | 1st Coy | 2nd Coy | 3rd Coy | 4th Coy | Total |
|---|---|---|---|---|---|---|---|---|---|
| 14. | Clerk. Corporal | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| 15. | Technic. Corporal | 2 | 20 | – | – | – | – | – | 22 |
| 16. | Public Serv. Corporal | 1 | 2 | 25 | 25 | 25 | 25 | 25 | 128 |
| 17. | Admin. Lank Corporal | – | 3 | – | – | – | – | – | 3 |
| 18. | Private | 6 | 40 | 54 | 66 | 66 | 66 | 66 | 364 |
|  | Total | 21 | 86 | 89 | 101 | 101 | 101 | 101 | 600 |

# ANNEXURE II

# IMPLEMENTATION MODALITIES AND GLOBAL IMPLEMENTATION MATRIX AND APPENDICES

*SIGNED AT NAIVASHA, KENYA ON 31ST DECEMBER, 2004*

**Preamble:**

**WHEREAS** the Government of the Republic of the Sudan and the Sudan People's Liberation Movement/Sudan People's Liberation Army hereinafter referred to as the "Parties" reconfirm the Protocols and Agreements reached, namely the Machakos Protocol, dated 20th July, 2002; the Agreement on Security Arrangements, dated 25th September, 2003; the Agreement on Wealth Sharing, dated 7th January, 2004; the Protocol on Power Sharing, dated 26th May, 2004; the Protocol on the Resolution of the Conflict in Southern Kordofan and Blue Nile States, dated 26th May, 2004; and the Protocol on the Resolution of the Conflict in the Abyei Area, dated 26th May, 2004;

**WHEREAS** the Parties having met in Nairobi and Naivasha, Kenya, from 26th November, 2004 through 31st December, 2004 under the auspices of the Inter-Governmental Authority on Development (IGAD) Peace Process, in respect of finalization of the issues related to implementation modalities of the aforementioned Protocols and Agreements;

**WHEREAS** they have agreed that these Protocols and Agreements shall constitute the Comprehensive Peace Agreement, together with the Agreement on Permanent Ceasefire Arrangements and the Implementation Modalities of the aforementioned Protocols and Agreements;

**WHEREAS** the Parties have concluded the Agreement on the Implementation Modalities of all Protocols and Agreements;

**NOW RECORD THAT** the initialed text of the Implementation Modalities which is attached hereto forms an integral part of the Comprehensive Peace Agreement and sets out the details of funding, executing bodies and timeframes and in particular the date on which the Comprehensive Peace Agreement shall come into effect;

**THE PARTIES FURTHER RECORD THAT** this Agreement on Implementation Modalities shall also include the following:

(a) The initialed Global Implementation Matrix with its own appendices attached as Annexure A hereto, which covers the detailed implementation of the Machakos Protocol, dated 20th July, 2002; the Agreement on Security Arrangements, dated 25th September, 2003; the Agreement on Wealth Sharing, dated 7th January, 2004; the Protocol on Power Sharing, dated 26th May, 2004; the Protocol on the Resolution of the Conflict in Southern Kordofan and Blue Nile States, dated 26th May, 2004; and the Protocol on the Resolution of the Conflict in Abyei Area, dated 26th May, 2004; and the Permanent Ceasefire and Security Arrangements Implementation Modalities Agreement, notwithstanding Appendices in that agreement;

(b) The initialed corrections which are agreed to for clarification and accuracy are set out in Annexure B hereto; and

(c) The initialed List of Abbreviations attached as Annexure C hereto.

**AND FINALLY THE PARTIES RECOGNIZE THAT** as this Implementation Modalities Annexure and the Global Implementation Matrix and Appendices truly reflect the letter and spirit of the Protocols and Agreements which make up the Comprehensive Peace Agreement (CPA), it is agreed that this Agreement on Implementation Modalities shall be part and parcel of the Comprehensive Peace Agreement and shall be binding on the Parties.

The Constitutional Task Team shall work out an appropriate mechanism for resolving any discrepancies that may arise during the implementation process, between this Agreement on Implementation Modalities Annexure and Appendices and any of the other signed Protocols or Agreements.

# THE IMPLEMENTATION MODALITIES OF THE MACHAKOS AND POWER SHARING PROTOCOLS

*SIGNED AT NAIVASHA, KENYA ON 31ST DECEMBER, 2004*

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| **Machakos Protocol:** | | | | | | | |
| 1. Self determination Referendum for people of South Sudan | | | | | | | 2.5 M.P<br>2.10.1.5 |
| (a) Enactment of Referendum Act | Beginning of the third year of Interim Period. | National Legislature | GONU | N/A | Seat of National Legislature | Routine Legislative procedure | |
| (b) Establishment of Referendum Commission | Soon after enactment of Referendum Act | The Presidency | GONU and International Community | GONU, GOSS, | Khartoum | To be established by the Presidency in accordance with the CPA and the referendum Act. | |
| (c) Registration of voters | Starts at the beginning of the sixth year of the Interim Period and ends 3 months before the voting. | Referendum Commission | GONU, GOSS and International community | N.A | Southern Sudan and any other locations to be determined by the Referendum Commission | Presentation of proof of eligibility upon registration in accordance with the Referendum Act | |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| (d) Enlightenment campaign on the Referendum | After the establishment of the Referendum Commission | Referendum Commission | GONU, GOSS and international community | N/A | S. Sudan and wherever relevant | Mass media, meetings, public rallies, conferences, seminars, workshops etc. | |
| (e) Voting | Six months before the end of the Interim Period | Referendum Commission | GONU, GOSS and International Community. | N/A | Southern Sudan and any other locations to be determined by the Referendum Commission in accordance with the provisions of the Referendum Act | One-person one vote. | |
| 2. Plan for 5 Rs ( Repatriation, Resettlement, Reintegration Rehabilitation and Reconstruction) | In progress (JAM) | CCG/ JAM | International Community (JNTT) | The Parties to Comprehensive Peace Agreement (CPA) | Khartoum, seat of GOSS and any other location agreed to by the parties. | According to JNTT procedures | 1.5.4 Machakos Protocol (MP) |
| 3. Establishment of Assessment and Evaluation Commission (AEC) | During the Pre-interim Period after the adoption of Interim National Constitution (INC) and establishment of the Institution of the Presidency. | The Presidency | International Community and GONU | By the parties to the Agreement according provisions of Machakos protocol 2.4.1 | Khartoum. | Through consultation by the parties to the Agreement. | 2.4, and 2.4.1 MP |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 4. Improvement of institutions and arrangements created under the Agreement to making the unity of Sudan attractive to the people of Southern Sudan. | After adoption of the INC and establishment of the AEC | The Parties to the CPA and the AEC | GONU, the Parties and International Community | N/A | All over Sudan | To be determined by the Parties and the AEC. | 2.4.2 |
| 5. Guarantees to safeguard CPA against Unilateral revocation or abrogation. | Upon signature of the CPA and up to the end of Interim Period | The Parties, IGAD and the International Community | N/A | N/A | N/A | Built-in Regional and International guarantees (AEC, and UN Peace Support Mission of the Ceasefire Agreement).<br>The parties urge the international community to take necessary measures in support of the Peace Agreement and its full implementation. | 2.6 MP |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| **Power Sharing: Part I** | | | | | | | |
| 6. Enactment of Political Parties Act | Upon adoption of the Interim National Constitution (INC) | National Legislature | GONU | N/A | Khartoum | Whenever new legislation, such as this, is required under this Agreement, any existent law(s) dealing with the subject matter with respect to which the new legislation is being sought, shall be given due consideration.<br>Such legislation shall be effected in accordance with routine legislature procedure | 1.4.6 Power Sharing (PS) |
| 7. National reconciliation and healing process (NRHP). | After adoption of the INC | Presidency | GONU | N/A | All over Sudan | Media, educational institutions, conferences and campaigns involving political parties, civil society organizations, religious and tribal leaders, etc | 1.7 PS |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 8. National Population Census (NPC) | | | | | | | 1.8.1 and 1.8.2 |
| a) Establishment of the population Census Council | After the establishment of the institution of the Presidency | The Presidency | The Government of National Unity | Representative of the following:<br>a) GONU<br>b) GOSS<br>c) The Council of States<br>d) The States, and<br>e) The Head of the Central Bureau of Statistics | Khartoum | The Population Census Council shall:<br>a) Plan for the upcoming population census<br>b) Set standards and criteria for the Central Bureau for Statistics<br>c) Follow-up on the preparations leading upto the population census and oversee the actual census operation<br>d) Report to the presidency regarding the Population Census | |
| b) Conduct of the Census | Second year of the Interim Period | Central Bureau of Statistics and the GOSS Centre for statistics and evaluation | GONU | N/A | All over the Sudan | Population Census to be conducted in cooperation with UNFPA | |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 9. General Elections. | | | | | | | |
| **a)Enactment of National Electoral Law** | **Within Six month from the start of the Interim Period** | National Legislature (NL) | GONU | N/A | Khartoum | Column 7 of Item 6 in this Matrix applies. | 1.8.3 |
| **b)Establishment of the National Electoral Commission** | **Within one month after the adoption of the law.** | Presidency | All levels of government | From 7 to 9 competent, impartial and representative national figures to be selected by the Presidency (non-partisan). | Khartoum | According to law | 1.8.3 |
| **c) General Elections comprising elections for the State Governors, National Assembly, the Legislature of southern Sudan, and State Legislatures all over Sudan.** | Refer to (d) below | **National Electoral Commission with all levels of government plus international Community (IC).** | GONU | N/A | All over Sudan | According to law | |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| **d) Presidential elections and elections for the post of President of the government of southern Sudan (GOSS)** | **To be held concurrently with the General elections referred to above, not later than the end of the fourth year of the Interim Period** | National Electoral Commission | | N/A | All over Sudan | According to the law | 2.3.7 |
| **10. Review of the feasibility of the dates set for census and elections** | **For the census six months before the end of the first two years into the Interim Period; for elections six months before the end of the third year of the Interim Period** | Parties to the Agreement | N/A | N/A | Khartoum | | 1.8.4 |
| **PART II:** | | | | | | | |
| 11. The Council of States. | i) Establishment Within 2 weeks after enactment of the INC | Presidency | GONU | 2 Representatives from each state + 2 representatives from Abyei Area as observers | The National Capital | Consultation by the Presidency and in the case of Southern Sudan by the **President of GOSS after consultations with states institutions.** | 2.2.3.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
|  | ii) Appointment of members of the Council of States within two weeks from enactment of the INC. | Presidency | N/A | 50 Representatives from the States and 2 representatives from Abyei Area. | N/A | Presidential Order. |  |
|  | iii) Convening of Council of States within two weeks of the enactment of the INC. | Presidency | N/A | N/A | N/A | In accordance with the INC. |  |
|  | iv) staffing of Council of States during the Pre-interim Period | The Council of States | GONU | As determined by the Council of States | Seat of GONU | The inaugural session shall be organized by the Secretariat of the National Assembly |  |
| 12. Establishment and convening of National Assembly | Within two weeks after the adoption of INC | The Presidency | GONU | 450 members to be allocated according to the ratio 70%/30% North/South,<br>52% NCP (49% Northerner+ 3% Southerner);<br>28% SPLM (21% Southerner+ 7% Northerner);<br>14% Northern Political Forces; |  | Selection of other political forces to be agreed upon by the parties to the CPA.<br>For convening by Presidential order | 2.2.5 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| | | | | 6% Southern Political Forces<br>As determined by the National Assembly | Omdurman | | |
| | iii) Staffing of the National Assembly seven days after enactment of the INC | The National Assembly | GONU | | | In accordance with the provisions of section 2.6.2 of the PS protocol | |
| 13. Determination of the scope of legislative competency of the National Assembly and the Council of States respectively | In the course of the work of the Parties 14 member Joint Constitutional Task Team charged with preparation of a draft Constitutional text for presentation to the NCRC | The Parties | N/A | N/A | Venue of the Joint Constitutional Task Team's work | Joint Constitutional Task Team to:<br>(a) Decide types of Legisaltion to be exclusively enacted by the National Assembly and those that require joint action with the Council of States or alternatively, agree the establishment of a mechanism to resolve the issue.<br>(b) Work out a mechanism to harmonize Bills being jointly considered by both Houses of | |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  | the National Legislature prior to enactment of such Bills into Law and to generally coordinate the work of both Houses. |  |
| 14. Election of Speakers, Deputy speakers and other officers of the National Legislature. | Upon the convening of the first session in both Chambers. | Both chambers | N/A | N/A | N/A | By elections | 2.2.12 |
| 15. Establishment of the Institution of the Presidency | Upon adoption and signature of the INC. | The President of the Republic | GONU | The President, the First Vice President and the Vice President | Khartoum | According to the INC and the CPA. | 2.3.2 |
| 16. Defining the functions of the two Vice Presidents. | Implementation modalities | Parties to the CPA | N/A | N/A | N/A | As per attached Appendix A | 2.3.3 |
| 17. Specification of appointments made by the President with the consent of the 1st Vice President | During the implementation modalities process | The parties to the process | N/A | N/A | N/A | As per attached Appendix B | 2.3.6.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 18. Establishment of Council of Ministers ( prior to elections) | Within 30 days after the Adoption of INC. | The President of the Republic | GONU | 30 Ministers and 34 State Ministers<br>the numbers are Subject to review | Khartoum | In consultation with the First Vice President | 2.3.12 |
| 19. The status of the Ministries of Defence, Guidance and Endowment, and Federal Governance | N/A | N/A | N/A | N/A | N/A | (a) The Jurisdiction of the Ministry of Defence shall not extend to the SPLA<br>(b) The military chain of authority and command common to both Parties to the CPA shall strictly consist of:<br>(i) The Presidency<br>(ii) The Joint Defence Board (JDB)<br>(ii) Command of the Joint Integrated Units (JIU's)<br>(c) The jurisdiction of the Ministry of Guidance and Endowment and the Ministry of Federal Governance shall not extend to the Southern States.<br>(d) Matters that fall within the scope of jurisdiction of the Ministries of Federal Governance and Guidance | |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  | and Endowment shall be in conformity with the provisions of the Protocols on the resolution of the Conflict in Southern Kordofan and Blue Nile States and the Protocol on the resolution of the Conflict in Abyei Area |  |
| 20. Matters in respect of which the President shall take docisions with the consent of the First Vice President according to the Protocols and Agreements | N/A | The President and the First Vice President | N/A | N/A | Khartoum | As per attached Appendix C |  |
| 21. Representativeness of the administration of the National Capital. | After establishment of the institution of the Presidency | The Presidency in consultation with the Governor of Khartoum State | GONU and the Government of Khartoum State | To be worked out by the Presidency in consultation with the Government of Khartoum State | Khartoum | Consultations by the parties to the CPA. | 2.4.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 22. Representation of the people of Sudan in the law enforcement agencies in the National Capital and provision for their adequate training. | During the Pre-Interim Period | The Presidency and the Government of Khartoum State | GONU and Khartoum State | As shall be worked out by the Presidency and the Government of Khartoum State | Khartoum | As shall be worked out by the Presidency and the Government of Khartoum State | 2.4.4 |
| 23. Appointment of a special commission to ensure that the rights of non-Muslims are protected in the National Capital | Upon the establishment of the institution of the Presidency | The Presidency | GONU | Size to be determined by the Presidency | Khartoum | By consultations and to be appointed by the Presidency In accordance with the INC and CPA | 2.4.6 |
| 24. Establishment of mechanisms of guarantees of the rights of non-Muslims in the National Capital | After the enactment of the INC | Chief Justice and the National Minister of Justice and any other Institutions charged with the implementation of mechanisms and guarantees | GONU | N/A | Khartoum | In accordance with the provisions of the INC and CPA | 2.4.7 |

| **Activities** | **Timing** | **Executing Body** | **Funding Sources** | **Composition** | **Location** | **Procedures, Process and criteria** | **Reference in the Agreement** |
|---|---|---|---|---|---|---|---|
| 25. Clustering of National Ministries. | Implementation modalities | The Parties | N/A | • Sovereignty cluster;<br>• Economic cluster;<br>• Services cluster; | | Clusters as per Appendix D | 2.5.3 |
| 26. Allocation of seats of the National Executive | Within 30 days after the adoption of INC | The presidency | N/A | To be allocated in each cluster according to the ratio 70%/30% North/South,<br>52% NCP (49% Northerner+ 3% Southerner);<br>28% SPLM (21% Southerner+ 7% Northerner);<br>14% Northern Political Forces;<br>6% Southern Political Forces. | N/A | By consultation with the parties to the Agreement and with other political forces. | 2.5.5 |
| 27. Information Campaign in all languages to popularize the Peace Agreement and foster national unity, reconciliation and mutual understanding. | From the beginning of the Pre-interim till the end of the Interim Period. | Parties and all levels of government | Parties and all levels of government | The parties and the GONU | All over the Sudan | Media, seminars, conferences, workshops leaflets, political public rallies , meetings, etc | 2.5.9 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| **28. Establishment of the National Civil Service Commission (NCSC)** | | | | | | | 2.6.1.5 and 2.6.2 |
| **a) Enactment of the National Civil Service Commission Act** | After adoption of the INC within the Pre-interim Period. | National Legislature | GONU | N/A | Khartoum | Routine legislative procedures | |
| **b) Establishment of the NCSC** | After the enactment of the NCSC Act | Presidency | GONU | To be determined by the Presidency in accordance with the provision of the Act. | Khartoum | Consultations | |
| **29. Mechanism for operationalization of affirmative action** | After establishment of the NCSC | NCSC | GONU | N/A | N/A | Applies to people of Southern Sudan, Nuba Mountains, Southern Blue Nile, Abyei and any other least develop areas in Sudan and any disadvantaged group. | 2.6.1.5 |
| **30. Enactment of the National Security Act.** | After the enactment of the INC | The National Legislature | GONU | N/A | Seat of National Legislature | Column 7 of item 6 in the Matrix applies | 2.7.1.1. |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 31. Establishment of the National Security Council (NSC). | During the Pre-interim Period and After the enactment of the NS Act | The Presidency | GONU | To be determined by the law. | Khartoum | Consultations | |
| 32. Establishment of the National Security Service (NSS) | During Pre-interim Period after adoption of NS Act | The Presidency | GONU | According to the law | Khartoum | Establishment of the National Security Organs in accordance with the provisions of the INC and the law | 2.7.2.1 |
| 33. Establishment of Security Committees at the GOSS and the States level. | Upon adoption of the NS Act | The President of the GOSS and the Governors of the States | GOSS and the States | There shall be State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch. | GOSS level and States level | In accordance with the provision of the NS Act | 2.7.2.5 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 34. Identification of the security organs of the two Parties and their assets | During Pre-interim Period Before the establishment of the NSS | The Parties to the CPA | N/A | N/A | N/A | Consultations | 2.7.2.8 |
| 35. Development and promotion of national languages | | | | | | | 2.8.1 |
| a. Enactment of a founding law | After the enactment of the INC | GONU | GONU | N/A | Seat of National Legislature | Routine Legislative Procedures | |
| b. Establishment of a council for development and promotion of national languages | After the enactment of the law | The President | GONU | According to the law | Khartoum | consultations | |
| 36. Human Rights commission | | | | | | | |
| a. Enactment of the HRC Act | After the enactment of the INC. | The National Legislature | GONU | N/A | Khartoum. | Column 7 of item 6 in this Matrix applies. | 2.10.1.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| b. Establishment of Human Rights Commission (HRC) | After the enactment of the HRC Act | The Presidency | GONU | To be agreed by the parties to the Agreement from competent figures (15 members). | Khartoum | Consultation in accordance with the INC and the law | |
| 37.<br>The Constitutional Court Act | | | | | | | |
| a. Enactment of the Constitutional Court Act | After enactment of the INC | The National Legislature | N/A | N/A | Khartoum | Column 7 of item 6 in this Matrix applies. | |
| b. establishment of the Constitutional Court | After the adoption of the INC within the Pre-interim Period. | The Presidency upon recommendation of the National Judicial Service Commission | GONU | 9 competent non-partisan figures | Khartoum. | Consultations | 2.11.2.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| **38. The National** Judicial Service Commission | | | | | | | |
| a. Enactment of the NJSC Act | After the enactment of INC | The National Legislature | N/A | N/A | Khartoum | Column 7 of Item 6 in this Matrix applies. | |
| **b. Establishment of the National Judicial Service Commission** (NJSC) | After the adoption of the INC within the Pre-Interim Period and enactment of NJSC Act | The Presidency | GONU | To be chaired by the Chief Justice and composed as follows:<br>*Representative of Academia, the Dean Faculty of Law U of K;<br>* Three deputies of the Chief Justice.<br>* President of the Southern Sudan Supreme Court;<br>* 2 representatives from National Sudanese Bar Association one from North and one from the South;<br>* The Chairperson of the legal committee in the two Chambers;<br>* The National Minister of Justice;<br>* The National Minister | Khartoum | Consultations between the Parties in accordance with the INC and the law. | 2.11.4.5 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| | | | | of Finance;<br>* The one in charge of legal affairs in GOSS;<br>* The Chairman of legal Committee in southern Sudan Assembly. | | | |
| 39. Southern Sudan representation in Constitutional Court, National Supreme Court and other national courts in the Capital. | For the Constitutional Court as mentioned above in the establishment of the Constitutional Court the rest throughout the Interim Period of the Agreement. | Presidency according to recommendation by NJSC | N/A | N/A | Khartoum | Consultation | 2.11.4.6 (iii) |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| **40. Submission and approval of the CPA to the National Assembly (NA) and National Liberation Council (NLC)** | Within two weeks from the date of signature of the CPA | IGAD, NA and NLC | Parties to the CPA | N/A | Seat of NA and seat of the NLC | Submission by IGAD Secretariat for peace in Sudan | 2.12.4.1 |
| **41. Establishment and composition of the National Constitutional Review Commission (NCRC).** | Within two weeks from the date of signature. | The parties to the CPA | N/A | 60 members allocated according to the Power Sharing Protocol (PSP) formula for the NA (each party must include civil society). | N/A | Consultation between the parties to the CPA.<br>Decisions shall be taken by consensus, but whenever this is not possible a decision shall be passed by two-thirds majority | 2.12.4.2 and 2.12.4.3 |
| **42. Preparation of the Constitutional Text by NCRC.** | Within six weeks from the date of receipt of the text of the CPA | The NCRC | NCP, SPLM, other political forces, IGAD, and International Community | N/A | To be determined by the Parties | A technical committee of 7 from each party to the CPA to prepare a joint draft to be presented to NCRC. | 2.12.5 |
| **43. Adoption of the Constitutional Text as INC.** | Within two weeks from the date of receipt from NCRC | NA and SPLM NLC | N/A | N/A | Khartoum and Seat of NLC | Draft text will be presented by NCRC to NA and NLC for adoption | 2.12.7 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| **44. Preparation of other legal instruments as stipulated in 2.10 of PSP.** | After the adoption of the INC within the Pre-interim Period. | NCRC | Parties to NCRC | N/A | N/A | To be drafted by NCRC. | 2.12.9 |
| **45. Organization of an inclusive Constitutional Review Process (CRP)** | During the Interim Period | NCRC | GONU | N/A | All over Sudan | Public rallies, workshops, seminars, meetings, media programs, etc | 2.12.10 |
| **PART III** | | | | | | | |
| **46. Determination of North/ South border of 1/1/1956** | Pre-interim period after the adoption of the INC | Presidency | GONU | Membership of the technical committee to be determined by the Presidency. | Seat of GONU and GOSS | The Presidency shall establish a Technical Ad hoc border Committee to demarcate precisely the 1/1/1956 North/ South borderline. This committee shall seek technical assistance from relevant expertise: both national and international. | 3.1 |
| **47. a) Establishment of an inclusive Southern Sudan Constitutional Drafting Committee (SSCDC).** | After enactment of the INC. | President of GOSS | N/A | 40 members to be allocated according to the PSP formula for the Southern Sudan Assembly as per article 3.5.1 of the PSP | Seat of GOSS | Allocation to Southern Political Forces shall be agreed upon through consultations between SPLM and such Forces<br>Decisions shall be taken by consensus, but whenever this is not possible a decision | 3.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| | | | | | | shall be passed by two-thirds majority | |
| b) Drafting and adoption of the text. | Within three weeks for drafting from the establishment of the SSCDC and within one week for adoption from the convening of TASS. | SSCDC and TASS | International Community for the SPLM | N/A | Seat of GOSS | A technical Committee to be appointed by the GOSS to draft Southern Sudan Constitution for presentation to SSCDC. | |
| c) Determination of Compatibility of SSC with the INC | Within two weeks from the receipt of the SSC | National Ministry of Justice | GONU | N/A | Khartoum | Presentation, discussion and adoption of the draft text.<br>TASS shall submit the SSC to the National Ministry of Justice within one week. After declaration of compatibility the President of GOSS shall sign the SSC. | 2.12.12 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 48. Establishment of the First Southern Sudan Assembly (SSA). | Within two weeks from the adoption of the INC | The President of GOSS | GOSS | 170 members to be allocated according to the PSP formula for the Southern Sudan Assembly. | Seat of GOSS | Broad Consultations between the parties to the CPA and other political forces (including Identification of other political forces.) | 3.5.1 |
| 49. Election of the Speaker, Deputy Speaker and officers of TASS. | Upon the establishment of TASS | TASS | GOSS | N/A | Seat of GOSS | Consultations | 3.5.6 |
| 50. Appointment of the Vice President of GOSS | After swearing in of the First Vice President and President of GOSS | President of GOSS | N/A | N/A | Seat of GOSS | Consultation within SPLM. | 3.5.4 |
| 51. Establishment of the Council of Ministers of Government of Southern Sudan. | Within one week of signing Southern Sudan Constitution (SSC). | President of GOSS | GOSS | To be determined through consultations | Seat of GOSS | Consultations | 3.6.1, 3.6.3 and 3.6.4, 3.6.4.3 |
| 52. Establishment of Judiciary of Southern Sudan | Within one week from the adoption of SSC. | President of GOSS | GOSS | N/A | Seat of GOSS | In accordance with the SSC, CPA and INC | 3.7.1 |
| 53. Appointment of the President and Justices of Southern Sudan Supreme Court, Courts of Appeal | Within one week from the adoption of SSC | President of GOSS | N/A | To be determined by law. | N/A | Consultations | 3.7.2, 3.7.5 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| and Judges of other Courts | | | | | | | |
| **PART IV** | | | | | | | |
| 54. Appointment of state Governors | Upon adoption of the INC and in case of Southern Sudan upon adoption of SSC | The President of the Republic in consultation with the First Vice President. And in case of Southern Sudan the President of GOSS in consultation with Vice President of GOSS | N/A | N/A | N/A | According to the INC,CPA and in the case of Southern Sudan according to SSC | |
| 55. Establishment of state legislatures | Within one week after appointment of the Governors. | State Governors | States | (a) Northern States: Except for Southern Kordofan State and Blue Nile States, between 30 and 48 members depending on consultations between the President of the Republic and the governors of those states.<br>(b) Southern States: Between 30 t0 48 | State capitals | Allocation according to the PSP formula as per article 4.4.2<br>Allocation according to the PSP formula as per 4.4.2 and | 4.4.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| | | | | members depending on consultations between the President of GOSS and Governors of those States.<br>(c) Southern Kordofan State:<br>54 members representing the NCP and SPLM as agreed in the text on the Implementation Modalities of the Two Areas.<br>d) Blue Nile State:<br>Between 30 and 48 members depending on consultations between the Presidency and the Governor of Blue Nile State | | allocation for political forces in Southern Sudan, other than the NCP, shall be agreed upon through consultations between the SPLM and such forces.<br>Allocation of seats in the State Legislature as per the percentages agreed in article 11.1.1 of the "Protocol On The Resolution Of Conflict In southern Kordofan/Nuba Mountains And Blue Nile States"<br>Allocation of seats in the State Legislature as per the percentages agreed in article 11.1.1 of the "Protocol On The Resolution Of Conflict in Southern Kordofan/Nuba Mountains And Blue Nile States". | |
| 56. Establishment of Abyei Area Council | Within one week after the appointment of the Chief Administrator | The Presidency | Abyei Area Administration | 20 members to constitute Abyei Area Council as agreed in article 4.1 of the "Protocol On The Resolution Of Abyei Conflict | | Members of Abyei Area Council to be appointed by the Presidency | |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 57. Mechanism for selection of 20% of other political forces in the Northern and Southern States | Before the establishment of the state Assemblies. | NCP in the North and SPLM in the Southern Sudan | N/A | N/A | N/A | Broad Consultations between the parties to the CPA and other political forces (including identification of other political forces.) | 4.4.2.2 (iii) |
| 58. a) Drafting and adoption of the State constitutions | Within three weeks from the establishment of the state legislature in Northern states and in case of states of Southern Sudan the adoption shall be within 4 weeks after signing of SSC. | State legislature | States | N/A | seat of state governments | According to INC in case of Northern States and in case of states in Southern Sudan according to INC and SSC.<br>Model state constitution to be drafted by NCRC in accordance with the provisions of INC in case of Northern States and in case of states in Southern Sudan according to INC and SSC. | 4.4.4 |
| b) Determination of the Compatibility of the State constitutions with INC, and in case of states in Southern Sudan according to INC and SSC. | Within two weeks from the receipt of the State constitution. | National Ministry of Justice | N/A | N/A | Khartoum | Issuing certificate of compatibility. | |

| Activities | Timing | Executing Body | Funding Sources | Composition | Location | Procedures, Process and criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|---|
| 59. Establishment of state Council of Ministers | Within one week after signing the constitution of the State | State Governors | 1. States<br>2. Prior to the establishment of the GOSS and state governments according to their respective constitutions, the institutions of the Southern Sudan shall be financed from the transfers allocated to the South in Pre interim period as WS agreement | Except for Southern Kordofan State, Between 5 to 8 ministries, one of whom shall be appointed a deputy governor, the numbers are Subject to review. In the case of Southern Kordofan State, the State Council of Ministers shall consist of 11 members including the State Governor and his/her deputy | Seat of state governments | According to the state constitutions | 4.5.1<br>4.5.3 |

**Appendix A**

## (i) FUNCTIONS OF THE FIRST VICE PRESIDENT

1. Acts in the absence of the President
2. Member of the Council of Ministers
3. Member of the National Security Council
4. Member of the Presidential Council in the Pre-election Period and Chairman of the Council in the Post Election Period in the event of the post of President falling vacant

## (ii) FUNCTIONS OF THE VICE PRESIDENT

1. Acts in the absence of the President and the First Vice President
2. Member of the Council of Ministers
3. Member of the Presidential Council and Commander-in-Chief of SAF in case of a vacancy in the post of the President in the Pre and Post Election Periods
4. Member of the National Security Council
5. Any other functions and duties that may be assigned to him by the President taking into account the hierarchy of the Presidency

**Appendix B 1:**

**Appointments that the President is required to make with the consent of the 1st VP**

1. Establishment of a Special Commission to ensure that the rights of non Muslims are protected in the National Capital (2.4.6 of the PSP).
2. Establishment of impartial and representative National Electoral Commission (2.10.1.1. of PSP).
3. Establishment of Human Rights Commission (2.10.1.2 of PSP).
4. Establishment of the National Judicial Service Commission (2.10.1.3 of PSP).
5. Establishment of a National Civil Service Commission (2.6.2 and 2.10.1.4 of PSP).
6. Establishment of Ad-Hoc Commission to monitor and ensure accuracy, legitimacy and transparency of the Referendum (2.10.1.5 of PSP and 2.5 of MP).
7. Establishment of Fiscal and Financial Allocation and Monitoring Commission (2.10.1.6 of PSP).
8. Appointment of the President of the Constitutional Court (2.11.3.2 (i) of PSP).
9. Appointment of Judges other than Justices of the Constitutional Court ((2.11.4.4 of PSP).
10. Appointment of Justices of the Constitutional Court ((2.11.4.6 (i) of PSP).
11. Appointment of Justices of the National Supreme Court (2.11.4.6 (ii) of PSP).
12. Establishment and appointment of the National Constitutional Review Commission (2.12.4 of PSP and 3.1.2 of MP).
13. Establishment of the Joint Defence Board (5.1 of SAP).
14. Appointment of Chairperson of the National Land Commission (2.6.10 of WSP).
15. Establishment of the National Petroleum Commission (3.2 of WSP).
16. Establishment and appointment of the Chairperson of FFAMC (8.4 of WSP).

17. Establishment of and appointment to the National Audit Chambers (12.2 of WSP).
18. Appointment of the Governor of CBOS and his/her two Deputies (14.7 of WSP).
19. Appointment of the Board Directors of the CBOS responsible and accountable to the Presidency (14.8 of WSP).
20. Establishment of an independent Commission to assess and evaluate the implementation of the Peace Agreement in the States of Southern Kordofan and Blue Nile (3.4 of SK and BNP).
21. Appointment of Abyei Areas Executive Council (1.2.2 and 2.2 of AP).
22. Appointment of Abyei Area Chief Administrator and his/her Deputy (2.4 of AP).
23. Appointment of the members of Abyei Area Council (4.2 of AP).
24. Establishment of Abyei Boundaries Commission (5.1 of AP).
25. Establishment of Abyei Referendum Commission (8.1 of AP).
26. Establishment of any other Commission or as may be agreed upon by the Parties (2.10.1.7 of PSP).
27. Establishment of an independent assessment and evaluation Commission (2.4 of MP).
28. Any other appointments that may be agreed by the Parties.

**Appendix B 2:**

The following appointments shall be made through consultations within the Presidency.

1. Appointment of the Governors of the States of SK and BN.
2. Appointment of Constitutional Post holders in the Government of National Unity (Ministers and State Ministers).

## Appendix C 1:

### Matters in respect of which the President shall take decisions with the consent of the 1st VP according to the Protocols and Agreements

1. Declaration and termination of state of emergency (2.3.6.1 of PSP).
2. Declaration of War (2.3.6.2 of PSP).
3. Summoning, adjourning or proroguing of the National Legislature (2.3.6.4 of PSP).
4. Determination of SAF troop levels in SK and BN States during the Interim Period (10.1 of SK and BNP).

## Appendix C 2:

Matters to be decided upon by the Presidency:

1. Determination of the Executive, Legislative and Financial powers and competencies of Abyei Area (2.6 of AP).
2. Application to the Judiciary for establishment of Courts for Abyei Area as deemed appropriate (2.7 of AP).
3. Approval of Abyei Area Special Account (3.5 of AP).
4. Putting the Special Administrative status of Abyei Area into effect (5.3 of AP).
5. Determination of representation of Citizens of Abyei Area in an appropriate State in Bahr El Ghazal and in Southern Kordofan State (6.2 of AP).
6. Approval of the budget of the National Land Commission (2.6.12 WSA).

**Appendix D:**

## CLUSTERS OF NATIONAL MINISTRIES

| | MINISTRIES OF SOVEREIGNTY | MINISTRIES OF THE ECONOMIC SECTOR | MINISTRIES OF THE SERVICES SECTOR |
|---|---|---|---|
| 1. | Ministry of Presidency | Ministry of Finance and National Economy | Ministry of Health |
| 2. | Ministry of Council of Ministers HQs | Ministry of Energy and Mining | Ministry of Humanitarian Affairs |
| 3. | Ministry of Foreign Affairs | Ministry of Irrigation and Water Resources | Ministry of Labour, Public Service and Human Resources Development |
| 4. | Ministry of Interior | Ministry of Agriculture and Forestry | Ministry of Environment and Urban Development (Physical Planning) |
| 5. | Ministry of Justice | Ministry of Industry | Ministry of Education |
| 6. | Ministry of Information and Telecommunications | Ministry of External Commerce | Ministry of Higher Education |
| 7. | Ministry of Parliamentary Affairs | Ministry of Investment | Ministry of Culture, Youth and Sports |
| 8. | Ministry of Defence | Ministry of wildlife Conservation and Tourism | Ministry of Science and Technology |
| 9. | Ministry of Federal Governance | Ministry of Animal Resources and Fisheries | Ministry of Social Welfare, Gender and Child Affairs |
| 10. | | Ministry of Transportation, Roads and Bridges | Ministry of Guidance and Endowment |
| 11. | | Ministry of International Co-operation | |

# THE IMPLEMENTATION MODALITIES OF THE FRAMEWORK AGREEMENT ON WEALTH SHARING

*SIGNED AT NAIVASHA, KENYA, 31ST DECEMBER, 2004*

# The Implementation Modalities of the Wealth Sharing Agreement

## 31st December/2004

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **A. Land Ownership** | | | | | | |
| 1. Institute a process to develop and amend the relevant laws to incorporate customary laws and practices. | During the Pre-interim Period after establishment of land commissions at all levels. | • Land Commissions<br>• Executive Bodies at all levels<br>• Legislature at all levels | • NG<br>• GOSS<br>• States<br>• International Community | Location: Seats of land commissions, legislative and executive bodies | • Land commissions to initiate the process and make recommendations to appropriate executive levels (NG, GOSS and States).<br>• Ministry of Justice (NG, GOSS) to facilitate and support the process<br>• Executive Bodies at all levels to approve and propose necessary bills to appropriate legislative bodies (NG, GOSS and States) to promulgate amended laws within their respective powers. | 2.5 |
| 2. Establish National Land Commission | After approval of Interim National Constitution | • National Government and Presidency | • National Government<br>• Donors and International community | • By the relevant legislation as per sub-section 2.6.10 of WSA.<br>• Location: Khartoum | • The process to be initiated by the Presidency with facilitation and support from Ministry of Justice<br>• National Land Commission Act | 2.6 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 3. Establish Southern Sudan Land Commission | After establishment of GOSS | • President of GOSS | • GOSS<br>• Donors and International Community | • By legislature of Southern Sudan as per sub-section 2.7.10 of WSA.<br>• Location: The Seat of GOSS | • Members recommended by GOSS and States<br>• IGAD, IPF and World Bank/UNDP<br>• Chaired by GOSS appointee<br>• Decision by consensus | 2.7 |
| **B. Oil Resources** | | | | | | |
| 1. Consultation and participation of communities in the management of natural resources | Pre-Interim Period | • GOS<br>• GOSS<br>• States<br>• NPC | • NG<br>• GOSS | • Joint Technical committee of equal members from GONU, GOSS and producing States | • Create awareness on basic rights and process of participation and consultation as per the CPA. | 3.1.2, 3.1.5, 3.1.6, 3.1.7 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 2. Establish National Petroleum Commission (NPC) | Two weeks after the adoption of the Interim National Constitution and consequent formation of GONU and GOSS. | • Presidency | • National Government | • As provided in sub-section 3.3 of WSA<br>• Location: Khartoum | • To review current relevant legislation in oil sector so as to bring it in line and to comply with the CPA | 3.2 |
| **C. Existing Oil Contracts** | | | | | | |
| 1. SPLM appoint a technical team, to have access to existing oil contracts | D Day + 30 Days | • SPLM<br>• Ministry of Energy and Mining | • SPLM<br>• International community | • Technical Team of 6 members to be appointed by the SPLM<br>• Technical Experts<br>• Location: The Seat of SPLM and contracts to be accessed in Khartoum | • Decision by consensus<br>• Reporting to GOSS within D Day +60 Days<br>• Develop its internal regulations and procedures<br>• Chaired by SPLM appointee<br>• Sign confidentiality agreement as pre-condition as provided in sub-section 4.1 of WSA. | 4.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 2. **Assess contracts with social and environmental problems** | During Pre-interim period and after the recommendation of the Technical Team as provided in sub-section 4.[illegible] of WSA. | • Joint Technical committee (GOSS and National Government) to be appointed by National Petroleum Commission (NPC) | • National Government | • Technical committee of equal members (National Government, GOSS and affected States)<br>• Location: Khartoum | • The committee to set its own rules and regulation.<br>• Co-chaired by GONU and GOSS<br>• May seek technical assistance<br>• Decision by consensus<br>• Reporting to the NPC after its formation in D Day + 9 Months with actions taken within 60 days after the report. | 4.3 |
| 3. **Remedy of persons whose rights have been violated by oil contracts** | Upon signing the CPA | • Affected persons | | | • Legal process as provided in sub-section 4.5 of WSA. | 4.5 |
| **D. Sharing of Oil Revenue** | | | | | | |
| 1. **Define "net revenue from oil".** | During Implementation Modalities | • The GOS and SPLM Delegation to the implementation Modalities on WSA | | • The GOS and SPLM Delegation to the implementation Modalities on WSA | • Agreed Text on the definition and calculation of the net oil revenue attached as an appendix to the Implementation Modalities of WSA. | 5.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 2. Establish a system to monitor daily production of oil in all Sudan | Upon signing of CPA and within 60 Days | • GOS<br>• SPLM | • GOS<br>• International community | • Joint Technical Committee composed of equal members from GOS and SPLM. | • The committee to review the existing monitoring system with a view of improving it and make necessary recommendations to NPC. | 5.3 |
| 3. Reveal to the SPLM production sharing formula between GOS and oil concessions | Upon signing of CPA and within 60 Days | • GOS |  | • GOS | • GOS will reveal this information to the SPLM Technical Team after signing confidentiality agreement | 5.3 |
| 4.a Agree on a mechanism to monitor Oil Revenue Stabilization Account (ORSA). | Upon signing of CPA and within 60 Days | • Joint Technical Committee |  | • Equal members from GOS and SPLM/GOSS | • To determine implementation of the mechanism to monitor ORSA<br>• Agree on coverage period of accumulated amount.<br>• Agree on method of having access and withdrawal by National Government and GOSS to the ORSA.<br>• Negotiations<br>• Building consensus | 5.4 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 4.b Agree on the benchmark price for 2005. | Upon signing of CPA and within the IMF quarterly review | • Joint Technical Team from GOS and SPLM | | • Equal Members from GOS and SPLM. | • Co-chaired<br>• Building Consensus<br>• Approach and discuss with the IMF the agreed benchmark price through the GONU. | |
| 4.c Agree on the annual benchmark price. | Annually within the budget process | • NG<br>• GOSS<br>• CBOS | | • National Ministry of Finance<br>• GOSS Ministry of Finance<br>• CBOS | • GOSS to fully participate in the determination of the benchmark price.<br>• NG and GOSS to build a consensus on a benchmark price before discussion with the IMF.<br>• Benchmark to be determined within the national macroeconomic framework.<br>• After building consensus on the benchmark price with GOSS, NG with representation of GOSS to negotiate with IMF the final benchmark price. | |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **5. Establish a system to calculate and monitor net oil revenue.** | Upon signing of CPA and within 30 Days | • GOS<br>• SPLM | • GOS<br>• International community | • Joint Technical Committee composed of equal members from GOS and SPLM. | • The committee to review the existing monitoring system with a view of improving it and make necessary recommendations to NPC. | 5.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 6. Transfer of (2%) of producing State share of net oil revenue. | D Day | • National Ministry of Finance for Oil Producing States in the North<br>• Ministry of Finance of GOSS for Southern Sudan Oil Producing States | | | • Transfer to start after establishing governments of the States.<br>• Money to be transferred monthly according to actual receipt of revenue.<br>• MOF (NG and GOSS) will transfer to States through their designated accounts.<br>• Ministries of Finance of Producing States in the South shall open accounts in the BOSS in which MOF of GOSS shall transfer 2% of oil revenue. | 5.5 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 7. Transfer of the GOSS share of 50% of net oil revenue. | D Day | • Oil Revenue Allocation Committee composed of representatives of: MOF (NG, SPLM/GOSS), NPC, CBOS, BOSS and relevant States. | • NPC | Location: National MOF, Khartoum | • The Committee to calculate the actual share of each Party in accordance with CPA and to ensure the transfer of these shares.<br>• GOSS prepares its Foreign Exchange budget requirements within the overall approved budget of GOSS. This budget shall be incorporated in CBOS Foreign Exchange budget.<br>• Foreign Exchange of GOSS is considered part of the National Reserve. GOSS shall use its share of this National Reserve to meet its Foreign Exchange requirements. All domestic operations and transactions of GOSS shall be in the national currency and any other circulating currencies in Southern Sudan until a new currency is issued as per sub-section 14.9 of WSA provided that GOSS foreign exchange transactions should only be conducted through BOSS. | 5.6 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
|  |  |  |  |  | • CBOS shall authorize BOSS to open foreign correspondent account in a prime bank of the latter's choice in favour of GOSS. This authorization shall include instruction to the foreign correspondent to provide the CBOS with a copy of the statement of the weekly position of this account.<br>• GOSS all foreign exchange resources shall be deposited in this foreign correspondent account as mentioned above.<br>• BOSS shall manage this account on the basis of the best banking practices in favour of GOSS and disburse it in a way to ensure macro-economic stability and national monetary policy objectives and requirements.<br>• BOSS shall provide CBOS with relevant data as per sub-section 14.4 of Wealth Sharing Agreement. |  |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 8. Establish Future Generation Fund. | **Upon reaching a** ceiling of 2 million barrels a day production | • Joint Technical Team (GOS and GOSS) | • National Government<br>• GOSS | • Equal members from NG and GOSS | • Joint Team to be appointed by the Presidency<br>• Decision by consensus<br>• Establish internal regulations and procedures<br>• Co-chairing between the GOSS and NG<br>• Report regularly to Presidency. | 5.7 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **E. Sharing of Non-oil Revenue** | | | | | | |
| 1. Collection of non-oil revenue by GOSS and states. | After establishment of GOSS and governments of States | • Ministry of Finance of GOSS<br>• Ministry of Finance of States | • GOSS<br>• States | | • GOSS and States to start collecting revenue as spelled out in the WSA in sub-sections 6.2 and 6.3.<br>• Amending national taxation laws within 60 days after signing of CPA to conform to the WSA. | 6.2, 6.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **F. Equalization & Allocation of Nationally collected Revenues** | | | | | | |
| 1. Establishment of National Revenue Fund (NRF) | D Day +1 | - National Ministry of Finance | - | - | Account to be in CBOS administered by Ministry of Finance for all revenues collected by the NG including net oil revenue due to GONU. | 7.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 2. Agree on mechanisms to transfer to GOSS 50% of national non-oii revenues collected in Southern Sudan. | After establishment of GOSS | • National Ministry of Finance<br>• Fiscal and Financial Allocation and Monitoring Commission (FFAMC) | GONU | • As provided in sub-section 7.3 and 8.3 WSA. | • The National Ministry of Finance will open an account in BOSS and instruct national bodies in charge of collecting national non-oil revenues, taking into consideration cost effectiveness, to collect national non-oil revenues in the South and to be deposited in the designated account, after deducting collection charges.<br>• The National Ministry of finance shall instruct BOSS to transfer 50% of revenues deposited in the above account to Ministry of Finance of GOSS, and the remaining 50% to be transferred to the National Revenue Fund.<br>• Account of the national non-oil revenues collected in the South will be submitted to FFAMC on quarterly basis. | 7.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 3. **Review of allocation** of 50% of national non-oil revenue collected in Southern Sudan to GOSS. | Mid-term Interim Period | • Joint Technical Committee (National Ministry of Finance and Ministry of Finance of GOSS) | • National Government | Equal Members (GOSS and GONU) | • Disagreement to be resolved by FFAMC<br>• FFAMC to initiate the process.<br>• Co-Chair between GONU and GOSS<br>• Decision by consensus<br>• Set its own regulations and procedures<br>• Report back to the FFAMC within one month after its establishment<br>• Seek relevant international assistance. | 7.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 4. Agree on an approach to appeal for donor funds for the reconstruction of South Sudan. | Immediately before the signing of CPA | • Joint Assessment Mission (JAM) Core Coordinating Group (CCG) | • National Government<br>• International community | • JAM CCG | • JAM Core Coordination Group to initiate appeal strategy programme | 7.4 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **G. Fiscal and Financial Allocation and Monitoring Commission (FFAMC)** | | | | | | |
| 1. Establish FFAMC | Pre-Interim Period after National Constitution Review Commission (NCRC) report approved as per sub-section 2.10.1.6 and 2.12.9 of Power Sharing Protocol | • National Government, GOSS and States<br>• Presidency to appoint the Chairperson | • National Government<br>• International community | • As provided in sub-section 8.3 of WSA<br>• Location: Khartoum | • As provided in sub-section 8.4 and 8.5 of the Wealth Sharing Agreement | 8.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 2. Establish formulae for allocating resources to war affected areas | Pre-interim period after establishing FFAMC | • FFAMC | • GONU<br>• International community | FFAMC and may establish technical committee if necessary | • Formulae to be determined by FFAMC after receiving technical assistance report as per sub-section 8.10 of the Two Areas Protocol | 8.2.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **H. Division of Government Assets** | | | | | | |
| 1. Establish a joint technical committee to assess and allocate assets between various levels of government | After establishment of GONU and GOSS and when disputes arise | • Joint Technical Committees for each level of government | | As provided in sub-section 11.1 of WSA | • Assets to be divided according to the function of each level of government as in schedules of powers A,B and C<br>• In case of conflict joint technical committees will be formed from each party involved in the dispute and mutually agreed expert<br>• Committees should observe schedules A, B, C, D, E and F of powers<br>• Decision by consensus<br>• Set its own regulations and procedures | 11.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **I. Accounting Standards** | | | | | | |
| 1. Establish National and Southern Sudan Audit Chambers | Immediately after establishment of GONU and GOSS | • Presidency<br>• National Assembly<br>• GOSS | • National Government<br>• GOSS | As provided in sub-section 12.2 of WSA | • As provided in sub-section 12.2 of WSA.<br>• Until establishment of audit chambers, status quo will continue. | 12.2 |
| **K. Financing the transition** | | | | | | |
| 1. National Government assists the SPLM/A in the establishment of the new transitional governments at GOSS and State levels | After signing of the CPA | • National Government<br>• Joint National Transition Team (JNTT) | • International community | | • National Government will provide technical assistance to the extent possible.<br>• SPLM prepares financial basic urgent needs for the Pre-Interim Period.<br>• The estimated amount of the urgent needs to be presented to the International Community for funding. | 13.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 2. Establish a Joint National Transition Team (JNTT) | Upon signature of CPA | • GOS (President of the Sudan)<br>• SPLM Chairman | • GOS<br>• International Community | • Equal members from GOS and SPLM<br>• Location: To be agreed upon by the Parties | • JAM -CCG non-Sudanese members to be observers<br>• Co-chaired by GOS and SPLM<br>• Free access to all places in Sudan for data collection<br>• Reporting to the leadership of the two Parties<br>• May seek relevant technical assistance<br>• Decision by consensus<br>• Set its own regulations and procedures | 13.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **L. Banking & Currency** | | | | | | |
| 1. Enact/modify legislations to set up a dual banking system | Immediately upon signing CPA and within 90 Days | • National Legislature | • CBOS | • Technical team of equal numbers from National Government (CBOS) and GOSS | • CBOS to initiate the process<br>• Recommend amendments in all relevant laws to comply with the CPA.<br>• Chair to be agreed upon by GONU (CBOS) and GOSS.<br>• Technical team Appointed by the Presidency<br>• Decision by consensus<br>• Set its own regulations and procedures. | 14.1 |
| 2. Appoint Board of Directors (BOD) of Central Bank of Sudan (CBOS) | Immediately within one week after ratification of CBOS Act | • Presidency | • CBOS | As provided in sub-section 14.8b of WSA | • According to provision 14.8 of the Wealth Sharing Agreement<br>• Decisions on matters that may affect adversely the interest of either Party to WSA shall be by consensus | 14.8 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 3. Restructure CBOS | Within 30 days after appointment of BOD | • CBOS BOD | • CBOS | • CBOS BOD | • Restructuring CBOS banking system, general administration and departments and their functions to comply with the CPA. | 14.3 |
| 4. Establish Bank of South Sudan (BOSS) | Within 30 days after appointment of BOD | • CBOS BOD | • CBOS<br>• International community | • Location: Seat of GOSS | • BOSS shall perform all activities stated in WSA to manage conventional banking in South Sudan.<br>• BOSS shall manage these activities as a window of CBOG and in accordance with CBOS policies, rules and regulations as per WSA.<br>• In performing these activities, the Deputy Governor of CBOS who is heading BOSS shall be accountable to the Governor of CBOS. | 14.2, 14.10 |
| 5.a Establish a joint committee to design national currency. | Immediately upon signing of CPA. | • Joint Technical Committee from (GOS and SPLM) | • Donors | • Technical Team of equal members (GOS and SPLM) | • Co-chaired by GOS and SPLM<br>• Decision by consensus<br>• Reporting within 60 Days | 14.9 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 5.b. Assess circulating currencies in South Sudan | Within 30 days after signing the CPA. | • Joint Technical Committee (GOS, SPLM ) | • GOS<br>• Donors | • Equal members (GOS, SPLM) and technical experts to be agreed upon | • Co-chaired by GOS and SPLM<br>• Decision by consensus<br>• Reporting within 60 Days to CBOS | |
| 5.c Issuing new currency | After designing and assessing currencies circulating in South Sudan. | • CBOS | • International community<br>• NG | | • Printing will start within one month after designing, plating and engraving and will finish within 18 months.<br>• CBOS will create awareness about the new currency<br>• CBOS and BOSS to agree on preparation and arrangement for replacement of the circulating currencies in South Sudan.<br>• Priority will be given to meet currency demand and replacement of the circulating currencies in South Sudan. | |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **M. Borrowing** | | | | | | |
| 1. Enacting borrowing standards and requirements by CBOS | After amendment of CBOS Act to comply with the CAP and after establishment of GOSS and States | • CBOS BOD | • CBOS | • CBOS BOD and technical experts if needed | • To be determined by CBOS BOD<br>• Reporting within 30 Days after the appointment of the CBOS BOD | 6.2.13,14.1, 14.15, 14.16 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **N. Reconstruction & Development Funds** | | | | | | |
| 1. Establish South Sudan Reconstruction and Development Fund (SSRDF) | After establishment of GOSS | • SPLM Economic Commission/ GOSS | • GOSS Revenues<br>• Direct bilateral Grants<br>• Low Income Countries Under Stress (LICUS). | • Steering Committee appointed by President of GOSS and including Ministry of Finance of GOSS, South Sudan Audit Chamber, all Southern States, representative of donors, representative of national MOF and National Audit Chamber as provided in sub-section 15.3. of WSA. | • The procedures related to SSRDF shall be similar to the procedures provided in activity D.7 of transfer of 50% of net oil revenues to GOSS.<br>• SPLM to establish a committee to initiate the process of establishing SSRDF | 15.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| **2. Establish monitoring and evaluation system for accountability and transparency** | Pre-interim Period | • GOSS<br>• Project Implementation Authority | • LICUS<br>• International community and donors | • Oversight committee appointed by the SPLM Chairman or President of GOSS | • Oversight committee appointed by GOSS as per sub-section 15.3 of WSA to establish accountability and transparency monitoring and evaluation system | 15.2 |
| **3. Establish an oversight committee for SSRDF** | Pre-interim Period and after the establishment of SSRDF | • GOSS | • GOSS<br>• SSMDTF<br>• Donors | • Ministry of Finance of (National (1), GOSS (2) and Southern States (10))<br>• Southern Sudan Audit Chamber (1) and National Audit Chamber (1)<br>• International community (1) | • Chaired by Ministry of Finance of GOSS<br>• Internal and decision making procedures to be established by the Committee after its establishment. | 15.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 4. Establish National Reconstruction and Development Fund (NRDF) | Pre-interim Period | • Ministry of Finance<br>• JNTT | • GOS<br>• Donors<br>• NMDTF | • Technical steering committee composed of Ministry of Finance (National and GOSS), Ministry of International Corporation, Audit Chambers (National and GOSS), representatives of war-affected States and least developed States in the North, one representative of international community if agreed upon by the technical steering committee | • Annual resource envelope to be determined within the budget.<br>• Priority projects can be submitted to NMDTF.<br>• Chaired by National Ministry of Finance<br>• Allocation as spelled in 8.6 and 8.7 of the Two States Protocol.<br>• May seek technical assistance when necessary | 15.4 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 5. Establishment of two multi-donor trust funds (MDTFs) – one for Southern Sudan and other national. | Pre-Interim Period before the donors conference | • National MDTF (National Government and World Bank)<br>• South Sudan MDTF (SPLM/ GOSS and World Bank) | • International community | National MDTF<br>• Management consists of:<br>1. MDTF Donors Group for coordination, consultation and mobilization<br>2. Oversight Committee (NG and Donors), and observer from GOSS/SPLM<br>3. Technical Secretariat (WB Administrator, NG designated body)<br>• Programme Implementation Agency : NG | • Governance including fiduciary to be set by World Bank and National Government for NMDTF and SPLM/GOSS for SSMDTF in consultation with International Community and stakeholders.<br>• NG to determine projects to be implemented by UN agencies, NGOs, local governments, communities, National Government agencies, private sector and others in the North.<br>• SPLM/GOSS to determine projects to be implemented by UN agencies, NGOs, local governments, communities, SPLM/GOSS agencies, private sector and others in the South. | 15.5 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| | | | | South Sudan MDTF:<br>• Management consists of:<br>1. MDTF Donors Group.<br>2. Oversight Committee (SPLM/GOSS, Donors) and observer from NG.<br>3. Technical Secretariat (WB Administrator, SPLM/GOSS designated bodies)<br>• Programme Implementation Agency: SPLM/GOSS | • UN Agencies to be allowed to operate within their rules and regulations with special arrangement on external audit to be agreed between the World Bank and UN.<br>• Earmarking will not be allowed but sectoral preference can be expressed.<br>• Project Implementation Agency to assign and oversee project implementation by a variety of entities | |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| 6. Set criteria for eligible financing from MDTFs. | Pre-Interim Period before the donors conference | • To be determined by MDTF systems. | • Donors |  | • To be determined by MDTF systems in accordance with the findings of the JAM.<br>• Priorities will include:<br>1. Programmes submitted to MDTFs are part of annual budget and determined by NG and SPLM/GOSS in consultation with MDTF Steering Committees respectively.<br>2. Rehabilitation and reconstruction in war affected areas<br>3. Rehabilitation and reconstruction in least developed areas | 15.7 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process or Criteria | Clause in the Agreement |
|---|---|---|---|---|---|---|
| | | | | | 4. Priorities of Poverty Eradication Strategy Concept Note.<br>5. Capacity Building and decentralization<br>6. Peace Building and security (DDR, IDPS, ..etc). | |
| 7. Establishment of special accounts in a commercial bank in Southern Sudan for GOSS | Pre-interim Period | - Ministry of Finance of GOSS | - | - | - As provided in sub-section 15.11 of WSA | 15.11 |

# Appendix
# Implementation Modalities of Wealth Sharing Agreement
# Definition and Calculation of Net Oil Revenue

**1. General Definitions:**

(a) **Cost Oil**: It is a percentage from the daily production to cover the production cost (exploration, development and operating cost). Exploration and development costs are classified as capital cost amortized within four years. The operating cost is paid annually. If the cost oil is greater than the recoverable cost (actual cost) the difference (Excess Oil) will be added to the government share. If recoverable cost is greater than the cost oil then the difference shall be carried over for the next year. However the Division of Excess Oil between the Government and Contractors is subject to the variables of each agreement.

(b) **Profit Oil**: It is the remaining balance from the daily production after deducting the cost oil.

(c) **Government Share**: It is the percentage share of the government from the profit oil after deducting the contractor's share that is subject to contract agreements. It increases with the increase in production.

(d) **Government Entitlement:** It consists, at Intake Point, of (Government Share plus excess oil plus under lifting less over lifting). Part of the Government Entitlement is either used for local refineries or for export.

(e) **Intake Point:** is the injection point between the pipeline network operated by contractor under the Agreement and the transportation system operated by or under the control of the transporter.

## 2. Calculation of Government Net Oil Revenue:

Government Entitlement x Export price[3]
Less Tariff (transport/pipeline fee)
Less Management fee
***Equal Government net oil revenue***

## 3. Calculation of Oil Revenue Stabilization Fund:

Government Net Oil Revenue from export
Less Actual Export Quantities x benchmark price
***Equal Total Oil Revenue Stabilization Fund***

## 4. Government Net Oil Revenue Available for Allocation:

Government net oil revenue

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[3] Export shall be valued at the actual Free On Board (FOB) export price and oil delivered to the refineries shall be valued at the average FOB export price of the last calendar month.

Less oil revenue stabilization fund
***Equal Total government net oil revenue available for allocation***

### 5. Producing States Share of Net Oil Revenue:

Two Percent (2%) Percent of the total government net oil revenue available for allocation as per WSA.

### *6.* GOSS Share*:*

Fifty Percent(50%) Percent of (percentage of the oil produced in the South from the total production multiply by net oil revenue available for allocation after deducting States share)

# THE IMPLEMENTATION MODALITIES OF THE PROTOCOL ON THE RESOLUTION OF THE ABYEI CONFLICT

*SIGNED AT NAIVASHA, KENYA, 31ST DECEMBER, 2004*

# Implementation Modalities on the Protocol on the Resolution of the Abyei Conflict

31st December, 2004

| Activities | Timing | Executing Body/Authority | Funding Sources | Composition | Procedures and Process | Reference in the Agreement |
|---|---|---|---|---|---|---|
| **A. Abyei special Administrative Status** | | | | | | |
| 1. According Abyei special administrative status | Upon signature of Comprehensive Peace Agreement | Presidency | | | As per agreement on Abyei | 1.2, 2.1 |
| 2. Abyei residents becoming citizens of both Southern Kordofan and Bahr el Ghazal | Upon signature of CPA | As per Abyei Protocol | | | As per agreement on Abyei | 1.2.1 |
| 3. Representation of Abyei residents in the legislatures of Southern Kordofan and Bahr el Ghazal | When relevant legislature comes to effect | The Parties | Relevant State Legislature | | | 1.2.2 |
| 4. Establishing Executive Council | As per Abyei Protocol | Presidency | Presidency | As per agreement | Appointment/election | 1.2.2 |
| 5. Establish mechanism to transfer shares of net oil revenue from Abyei Area | As per Wealth Sharing Agreement | | | | | 1.2.3 |
| 6. Deployment of international monitors to ensure full implementation of this Agreement | After this Agreement comes into force | International Community | International Community | International Monitors | As per Agreement on Abyei | 1.2.5 |

| **Activities** | **Timing** | **Executing Body/Authority** | **Funding Sources** | **Composition** | **Procedures and Process** | **Reference in the Agreement** |
|---|---|---|---|---|---|---|
| | | | | | | |
| **B. Administrative Structure** | | | | | | |
| 1. Mechanism for appointment of members of Abyei Council | As per Abyei Protocol | Presidency | Presidency | Twenty (20) members Representative and Inclusive | Appointment and election | 2.2 |
| 2. Appointment of Chief Administrator and his/her deputy | As per Abyei Protocol | Presidency | Presidency | | Appointment and election | 2.4 |
| 3. Appointment of heads of departments | As per Abyei Protocol | Presidency & Chief Administrator | | Five (5) Representative and inclusive | Recommendation of Chief Administrator/Presidency appoints | 2.4 |
| 4. Determining the executive, legislative and financial powers and competencies of Abyei Area | As per Abyei Protocol | Presidency | Presidency | | Recommendation by the Executive Council of Abyei/Presidency | 2.6 |
| 5. Establishment of Courts for Abyei Area | As per Agreement on Abyei Area | National Judiciary | Abyei Area Administration (Executive) | | Recommendation by the Executive Council of Abyei/Presidency applies/National Judiciary establishes | 2.7 |
| **C. Financial Resources** | | | | | | |
| 1. Sharing of net oil revenue from oil produced in Abyei Area | As per Wealth Sharing Agreement | As per Wealth Sharing Agreement | As per Wealth Sharing Agreement | | As per Wealth Sharing Agreement | 3.1 |

| Activities | Timing | Executing Body/Authority | Funding Sources | Composition | Procedures and Process | Reference in the Agreement |
|---|---|---|---|---|---|---|
| | | | | | | |
| 2. Mechanism of transferring other non-oil financial resources to Abyei administration | | | | | As per Wealth Sharing Agreement | 3.2 |
| 3. Allocation from National Government to cover cost of establishment of the new administration, its running cost and provision of services | Upon establishment of Abyei Administration | Presidency | Presidency | | Be deposited into Abyei Area special Account | 3.2.5 |
| 4. Establishment of Abyei Resettlement, Reconstruction and Development Fund | Upon establishment of Abyei Administration | Abyei Executive Council | Abyei Administrative Council | To be determined by Abyei Administrative Council | Appointment by the Executive Council | 3.3 |
| 5. National Government appeals to international donor community to facilitate the return and resettlement of the residents of Abyei Area. | Upon signature of the CPA | National Government | | | Appeal by the National Government | 3.4 |
| 6. Opening of Special Accounts for Abyei Administration | After the appointment of the Chief Administrator | Abyei Executive Council | Presidency | | Abyei Executive proposes Special Account, Presidency approves. | 3.5 |

| Activities | Timing | Executing Body/Authority | Funding Sources | Composition | Procedures and Process | Reference in the Agreement |
|---|---|---|---|---|---|---|
| | | | | | | |
| **D. Geographical Boundaries** | | | | | | |
| 1. Establishment of Abyei Boundaries Commission | Upon signature | The Two Parties | • Presidency<br>• International Community | As per Parties' agreed text on 17/12/2004 (Abyei Appendix) Attached. Article (1) | The Two Parties | 5.1 |
| 2. Mechanism for selecting members of Abyei Boundaries Commission | As per the Parties' attached agreed text of 17/12/2004 (Abyei Appendix). Article (2) | The Two Parties | • Presidency<br>• International Community | As per attached agreement of 17/12/2004 Article (2) | As per the Parties' agreed text of 17/12/2004 (Abyei Appendix) | 5.2 |
| 3. Presentation of final report of boundaries on Abyei | Before the end of the pre-interim period | Abyei Boundary Commission | | | As per the Parties' agreed text of 17/12/2004 (Abyei Appendix) | 5.3 |
| 4. Putting the special administrative status of Abyei Area into immediate effect | By the beginning of the Interim Period. Article (6) and (7) of the Parties' agreed text of 17/12/2004 (Abyei Appendix) | | | | As per attached Parties' agreed text of 17/12/2004 (Abyei Appendix) | 5.3 |

| Activities | Timing | Executing Body/Authority | Funding Sources | Composition | Procedures and Process | Reference in the Agreement |
|---|---|---|---|---|---|---|
| **E. Residents** | | | | | | |
| 1. Setting criteria of residence in Abyei area | Prior to elections | Abyei Referendum Commission | | | To be worked by the referendum commission | 6.1 |
| 2. Mechanism for representation of residents of Abyei Area in the two legislatures | Prior to elections | Presidency/ National Electoral Commission | | | On appointment/Election | 6.2 |
| **F. Security Arrangements** | | | | | | |
| 1. Establishment of Abyei Area Security Committee | As soon as the executive is formed | Abyei Administration | Abyei Administration | As per Agreement | | 7.1 |
| 2. Formation and Deployment of Joint Battalion in Abyei Area (JIU Battalion) | As per Ceasefire Agreement | JDB | JDB | JIU | As per Ceasefire Agreement | 7.2 |
| 3. Deployment of international monitors | As per Ceasefire Agreement | As per Ceasefire Agreement | As per Ceasefire Agreement | As per Ceasefire Agreement | As per Ceasefire Agreement | 7.4 |
| **G. Abyei Referendum Commission** | | | | | | |
| 1. Establishment of Abyei Referendum Commission | Simultaneously with the establishing the South Sudan Referendum Commission | Presidency | Presidency | To the determined by the Presidency | To be determined by the Presidency | 8.1 |
| 2. Abyei Referendum | Simultaneously with the South Sudan Referendum | Abyei Referendum Commission | Presidency | | To be determined by the Presidency | 8.2 |

| Activities | Timing | Executing Body/Authority | Funding Sources | Composition | Procedures and Process | Reference in the Agreement |
|---|---|---|---|---|---|---|
| **H. Reconciliation Process** | | | | | | |
| 1. Peace and reconciliation process in Abyei Area | Upon signature of the Comprehensive Peace Agreement | • Presidency,<br>• Abyei Area Council Administration,<br>• Bahr El Ghazal<br>• W. Kordofan<br>• Civil Society | Presidency/Abyei Administration Commission/International/Community/Civil Society | All stakeholders | As to be determined by the Presidency | 9 |

## ABYEI APPENDIX

## UNDERSTANDING ON ABYEI BOUNDARIES COMMISSION

1. Upon signature, and notwithstanding Article 5.1 of the Protocol on Abyei, there shall be established by the Parties Abyei Boundaries Commission (ABC) to define and demarcate the Area of the nine Ngok Dinka Chiefdoms transferred to Kordofan in 1905, referred to herein as Abyei Area.

2. Pursuant to Article 5.2 of the Protocol on Abyei, the ABC shall be composed as follows:-

    2.1 One representative from each Party;
    2,2 The Parties shall ask the US, UK and the IGAD to nominate five impartial experts knowledgeable in history, geography and any other relevant expertise. The ABC shall be chaired by one of those experts;
    2.3 Each Party shall nominate two from the present two administrations of Abyei Area;
    2.4 The GOS shall nominate two from the Messiriya;
    2.5 The SPLM/A shall nominate two from the neighbouring Dinka tribes to the South of Abyei Area.

3. The ABC shall listen to representatives of the people of Abyei Area and the neighbours, and shall also listen to presentations of the two Parties.

4. In determining their findings, the Experts in the Commission shall consult the British Archives and other relevant sources on Sudan wherever they may be available, with a view to arriving at a decision that shall be based on scientific analysis and research. The experts shall also determine the rules of procedure of the ABC.

5. The ABC shall present its final report to the Presidency before the end of the Pre-Interim Period. The report of the experts, arrived at as prescribed in the ABC rules of procedure, shall be final and binding on the Parties.

6. The Presidency shall establish the administration of Abyei Area simultaneously with the Government of South Sudan and the Governments of Southern Kordofan and Blue Nile States by the beginning of the Interim Period.

7. In case the ABC delays presentation of the final report beyond the time prescribed above, the Presidency shall take necessary action to put the Abyei Area special status into effect with Abyei town as its seat subject to any readjustment or confirmation by the ABC final report.

8. Meanwhile, the two Parties shall issue appropriate instructions to their respective administrations in Abyei Area to facilitate the return of the citizens of the Area. The JIUs and the UN monitors shall facilitate and provide necessary protection to the IDPs.

9. The Parties shall issue an appeal to the International Community to make funds available for the formation and proper functioning of the ABC.

# THE IMPLEMENTATION MODALITIES OF THE PROTOCOL ON THE RESOLUTION OF CONFLICT IN SOUTHERN KORDOFAN AND BLUE NILE STATES

*SIGNED AT NAIVASHA, KENYA, 31ST DECEMBER, 2004*

## The Implementation Modalities for the Protocol on the Resolution of Conflict in Southern Kordofan and Blue Nile States

31st December, 2004

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
| **A. Preamble** | | | | | | |
| Settling the name of Nuba Mountains/Southern Kordofan & issues of merger | During the current negotiations | SPLM and GOS Negotiating Teams | | | As per attached Southern Kordofan Appendix of the two Parties dated 21/12/2004. | |
| **B. Popular consultation** | | | | | | 3 |
| 1. Subjecting the Comprehensive Agreement to the will of the people of the two areas | The beginning of the 4th. Year of the signing of the Agreement. | Elected legislature of the two States | | • Members of the State Legislature | • Evaluation of the commissions reports, recommendations, consultations,<br>• Debate, rectification within the framework of agreement engagement with the GONU. | 3.2 |
| 2. Establishment of two Parliamentary Assessment and Evaluation Commissions | Immediately After the elected Legislative bodies come into force<br>DD + 3 years | The legislature of the two States | • Two States<br>• International community | As determined by state legislature provided that it will include the NCP and SPLM | As determined by the legislature of the two states which may include consultants | 3.3 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
| 3. Establishment of Presidential Monitoring and Evaluation Commission | By the end of the second year of the Interim Period | The Presidency | • GONU<br>• International Community | To be determined by the Presidency considering exclusivity and representativity | As shall be determined by Presidency | 3.4 |
| 5. Rectifying the Peace Agreement | End of the 4th Year of signing the Agreement. | The elected Legislatures of the two states + state Govt., National Govt. | GONU | | Elected Legislature engage within GONU | 3.6 |
| 6. Establishment of State Legislature | Within the Pre- Interim Period. | NCP and SPLM | | As agreed Percentages | • Each party selects its own members.<br>Presidency Confirms | |
| 7. Appointment of Governor and Deputy Governor | After the Institution of Presidency is formed | NCP and SPLM | | One + One | Each party nominates and the Presidency appoints. | |
| 8. Appointment of State Council of Ministers in Pre-Elections and Commissioners | After the appointment of the Governor | State Governor and State Legislation in Consultation with the Parties | State Executive | As per percentages agreed to and applicable to all levels of Executive and Legislature | • Governor nominates,<br>• Legislature confirms,<br>• Governor appoints. | |
| 9. Appointment of State Council of Ministers and | Immediately after the | The State Governor and | State | | Governor appoints in accordance with the | 5.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
| Commissioners | elections | the State Legislature | | | State Interim Constitution | |
| 10. Establishment of local councils pre-elections | After the appointment of Commissioners | Governor in Consultation with the Commissioner. | State | According the State Interim Constitution | As to be determined by the Parties. | 5.5 |
| 11. Elected Local Councils | After the elections | Electoral Commission | | As per State Interim Constitution | As laid down by the Electoral Commission. | |
| 12. Establishment of State Security Committee | Immediately after the State Government is in force | The State Executive | State | As provided in sub-section 5.6 + Deputy Governor | According to the Law. | 5.6 |
| 13. State Police Service, Prisons Wildlife, Fire Brigade be recruited | Within the first six months of the Interim Period | State Executive (Institutions concerned). | State | | • These Forces shall undergo reorganization/ training in accordance with the national standards.<br>• Deployment | 5.9 |
| **C. The State Legislature** | | | | | | |
| 1. Drafting, preparation and adoption of State Constitution | After the adoption of the Interim | • State Legislature | State | • As Shall be agreed to by | State Constitution drafting Committee will:- | 6.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
|  | National Constitution and preparation of the state model constitution | • Constitutional Review Commission |  | the parties, inclusive and representative as shall be determined by the Legislature. | • Take Interim National Constitution,<br>• State model constitution,<br>• State values and customs.<br>• Consultations with the population,<br>• Ministry of Justice Confirms compatibility. |  |
| 2. New Legislation/laws | After the establishment of the State Legislature | State legislature and Governor | State Executive |  | According to State Interim Constitution and the Internal Regulations of the State Legislature | 6.5 |
| **D. The State Judiciary:** |  |  |  |  |  |  |
| Establishment of State Courts | After the adoption of the State Interim Constitution | The State Judiciary. | • GONU<br>• State | As shall be provided by States Constitution | The Interim State Constitution shall provide for establishment of state courts. | 7.2 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
| **E. State Share in National Wealth** | | | | | | |
| 1. Collection of taxes and revenue | Immediately after the new Government comes into force | State executive | State | As per composition of the State Finance | • According to rules and regulation of the State Finance<br>• Laws and by-laws initiated by the State Executive and issued by the State Legislature/Local Councils. | 8.2 |
| 2. Transfer of State's share of (2%) of net oil revenue oil producing States | As per WSA | As Per WSA | As Per WSA | As per WSA | As per Formula provided in WSA | 8.3 |
| 3. State representation in FFAMC | As per WSA | As per WSA | As per WSA | As per WSA | As per wealth sharing formula | 8.4 |
| 4. Transfer of State's share in NRDF | As per WSA | As per WSA | As per WSA | As per WSA | As provided in sub-sections 8.6 and 8.8 of this Two States Protocol | 8.7 |
| 5. Presidential additional allocation to State | After the formation of the State Government | The Presidency | | | To be deposited in the State Account | 8.9 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
| 6. Establishment of Technical Committee for Division of government assets and disputes resolution | Whenever dispute arises | GONU and state concerned | • State Government and<br>• GONU | • One from each Party<br>• One Expert. | As per Two States Protocol | 8.14 |
| **F. State Land Commission** | | | | | | |
| 1. Establishment of State Land Commission | After the establishment of the state Government. | The state executive | State | To be determined by the State Executive in consultation with the National Land Commission. | To be developed by the State Executive in consultation with the National Land Commission. | 9.3 |
| 2. Review existing land leases and contracts and examine the criteria | On complaints lodged | • State Land Commission<br>• State Executive | State | As shall be determined by the State Executive | As per Two States Protocol | 9.6 |
| **G. Security Arrangements** | | | | | | |
| SAF troops level in the two States | After the formation of the Institution of the Presidency | Presidency | GONU | | As per Permanent Ceasefire Agreement | 10.1 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
| **H. Pre-Election Arrangements** | | | | | | |
| 1. Representation of the state in National institutions | As per PSP and WSA. | Presidency | | | By appointment | 11.2 |
| 2. Representation in national Legislative Assembly | | | | | As per Power Sharing Protocol | |
| 3. Representation in Council of states | | | | | As per Power Sharing Protocol | |
| 5. Representation Fiscal and Financial Allocation & Monitoring Commission | | | | | As per Wealth Sharing Implementation Modalities | |
| 6. Representation in Constitutional Review Process | | | | | As per Power Sharing Protocol | |
| 7. Representation in NRDF Steering Committee | | | | | As per Wealth Sharing Implementation Modalities | |
| 8. Order in which each party assumes the governorship in each state. | After the establishment of the Presidency | Presidency | State | • Governor<br>• Deputy Governor | • Parties Nominate.<br>• Presidency appoints | 11.1.5 |

| Activities | Timing | Executing Body | Funding Sources | Composition and Location | Procedures, Process and Criteria | Reference in the Agreement |
|---|---|---|---|---|---|---|
| 8.A. Southern Kordofan | After the establishment of the presidency | Presidency | State | First rotation SPLM assumes the office of the Governorship and the NCP assumes the office of the Deputy Governor | He/She shall assume the office for (18) month from the date of appointment | 11.1.5 |
| 8.B. Blue Nile State | After the establishment of the presidency | Presidency | State | First rotation the NCP assumes the office of the Governorship and SPLM assumes the office of the Deputy Governor. | He/She shall assume the office for (18) month from the date of appointment. | 11.1.5 |

# SOUTHERN KORDOFAN APPENDIX
# STATE OF SOUTHERN KORDOFAN

1. The name of the State shall be Southern Kordofan and its Capital shall be Kadugli.

2. The State Legislature shall compose of Fifty-Four (54) members, Thirty Six (36) from the previous Southern Kordofan component and Eighteen (18) from the previous Western Kordofan component including Abyei. However representation of the two components is subject to readjustment according to the population census and the decision of the National Electoral Commission as appropriate.

3. For the pre-election formation of the State Legislature, the GOS shall nominate Eighteen (18) members from the previous Southern Kordofan component and Twelve (12) members from the previous Western Kordofan component, whereas the SPLM/A shall nominate Eighteen (18) members from the previous southern Kordofan component and Six (6) members from the previous Western Kordofan component.

4. The State Cabinet shall be composed as follows:-

   4.1 The State shall have Eleven (11) cabinet members including the Governor and the Deputy Governor, Seven (7) cabinet members shall be from the Southern Kordofan component and Four (4) cabinet members shall be from the Western Kordofan component.

   4.2 For the pre-election formation of the State cabinet, the GOS shall nominate Six (6) cabinet members of whom Three (3) shall be from each component, whereas the SPLM/A shall nominate Five (5) cabinet members of whom Four (4) shall be from the previous Southern Kordofan component and One (1) shall be from the previous Western Kordofan component.

5. Regarding the representation of the State in the Council of States:-

   5.1 Each of the two components shall have one of the two representatives in the Council of States. However, this arrangement shall be subject to any agreed future changes.

   5.2 In the pre-election arrangement the GOS shall nominate the representative from the previous Western Kordofan component whereas the SPLM/A shall nominate the representative from the previous Southern Kordofan Component.

6. El-Fula shall have branches of all the State ministries and Institutions each headed by a Deputy Secretary General. The branch shall abide by the

7. policies and directives of the concerned ministry and report to its Secretary General.

8. The previous Western Kordofan component (with all its localities) shall continue to enjoy all benefits of the current Western Kordofan Fund, which shall be sustained by the National Government.

9. The State share of the Oil Revenue shall be distributed as follows:-

    8.1 The Two Percent (2%) due of the oil revenue produced in any part of the State shall benefit the two components of the state equitably.
    8.2 The Two Percent (2%) forming the Messiriya share in Abyei oil shall benefit the previous Western Kordofan component
    8.3 The Two Percent (2%) forming the Western Kordofan share of Abyei Oil shall be equally divided between the two components of the state One Percent (1%) each.

10. Notwithstanding that Kadugli is the Capital and seat of the state legislature, the State legislature shall convene its sessions alternately in Kadugli and El-Fula.

11. Presidency declares the formation of Southern Kordofan State as per agreed borders of 1974.

# LIST OF CORRECTIONS IN THE PROTOCOLS AND AGREEMENTS

*Signed at Naivasha, Kenya on 31st December, 2004*

## 1. General Provisions

1.1. Change the words "South Sudan" to "Southern Sudan" in all the Protocols and Agreements.

1.2. Insert the word "Interim" whenever there is a reference to **National Constitution**.

1.3. Change the words "State/Region" to "State" in all the Protocols and Agreements.

1.4. Change words "Southern Kordofan/Nuba Mountains" to "Southern Kordofan" in all the Protocols and Agreements.

1.5. Any reference to the Government of the Sudan (GOS) shall also make reference to the Government of the Republic of the Sudan in all the Protocols and Agreements.

## 2. Protocol on Power Sharing Protocol, dated May 26th, 2004

2.1. The sub-section 2.2.7.3. to be re-numbered as 2.2.8 and the subsequent sub-sections up to 2.2.13 to be re-numbered accordingly. Any relevant cross reference in the Agreement (if any) shall be renumbered accordingly.

2.2. The sub-section 2.5.6 that reads:

"*The Government of National Unity shall be responsible for establishing recruitment systems and admission policies to national universities, national institutes, and other institutions of higher education based on fair competition, giving equal opportunity to all citizens*" in the second paragraph on page 26 to be renumbered as sub-section 2.5.7.

2.3. The sub-section 3.5.1 that reads:

"*Pending the elections, the First Southern Sudan Assembly shall be an inclusive, constituent legislature comprised of:-*" shall read as follows:

*Pending the elections, the First Southern Sudan Assembly shall be an inclusive, constituent legislature comprised as follows:-*

2.4. The sub-section 3.5.4 that reads:

"*The Southern Sudan Constitution shall make provision for the Assembly of Southern Sudan to be re-constituted through elections in accordance with the provisions herein related to the timing of general elections. The Constitution of the Southern Sudan shall also make provision for the election of the President and appointment of the Vice President of the Government of Southern Sudan. Such elections shall be in accordance with the provisions set forth by the National Electoral Commission specified in sub-paragraph 2.10.1.1 herein*" shall read as follows:

*The Constitution of Southern Sudan shall make provision for the Assembly of Southern Sudan to be re-constituted through elections in accordance with the provisions herein related to the timing of general elections. The Constitution of Southern Sudan shall also make provision for the election of the President and appointment of the Vice President of the Government of Southern Sudan. Such elections shall be in accordance with the provisions set forth by the National Electoral Commission specified in sub-paragraph 2.10.1.1 herein"*

2.5. The sub-section 3.5.5. that reads:

*"The Assembly of Southern Sudan may amend the Constitution of the Southern Sudan by a two-thirds majority vote of all members"* shall read as follows:

*"The Assembly of Southern Sudan may amend the Constitution of Southern Sudan by a two-thirds majority vote of all members"*

2.6. Add to the Legislature of Southern Sudan sub-section 3.5.7 that reads as follows:

*Any bill duly approved by the Legislature of Southern Sudan shall be signed into law by the President of Government of Southern Sudan within thirty (30) days, failing which it shall be deemed to have been so signed. Where the President of Government of Southern withholds his/her signature, he/she must present reasons for his/her refusal to so sign when re-introducing the bill to the Legislature of Southern Sudan within the 30-day period stated herein. The Bill shall become law if the Legislature of Southern Sudan again passes the bill by a two-thirds majority of all the members of the Legislature of Southern Sudan and the assent of the President of Government of Southern Sudan shall not be required.*

2.7. The sub-section 3.7.3.1. that reads:

*"Be the court of final judicial instance in respect of any litigation or prosecution under Southern State or Southern Sudan law, including statutory and customary law, save that any decisions arising under National Laws shall be subject to review and decision by the National Supreme Court"* shall now read as follows:

*"Be the court of final judicial instance in respect of any litigation or prosecution under Southern Sudan State or Southern Sudan law, including statutory and customary law, save that any decisions arising under National Laws shall be subject to review and decision by the National Supreme Court"*

2.8. The sub-section 3.7.3.4. that reads:

*"Be a court of review and cassation in respect of any criminal or civil matter arising out or under Southern Sudan Laws"* shall read as follows:

*"Be a court of review and cassation in respect of any criminal or civil matter arising out of or under Southern Sudan Laws"*

2.9. The sub-section 3.7.3.7. that reads:

*"Have such other jurisdictions as determined by Southern Sudan Constitution, the Peace Agreement and the Law"* shall read as follows:

*"Have such other jurisdiction as determined by the Constitution of Southern Sudan, the Peace Agreement and the Law".*

2.10. The sub-section 4.5.4. that reads:

*"The Governor shall, together with the States' Council of Ministers appointed by him/her, exercise the executive powers of the state which shall be in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F, and such other executive competencies as are conferred upon the State by the Interim National Constitution, the Southern Sudan Constitutions, the State Constitutions, and the Peace Agreement"* shall now read as follows:

*"The Governor shall, together with the States' Council of Ministers appointed by him/her, exercise the executive powers of the state which shall be in respect of the functional areas listed in Schedules C and D, read together with Schedules E and F, and such other executive competencies as are conferred upon the State by the Interim National Constitution, the Constitution of Southern Sudan, the State Constitution, and the Peace Agreement"*

2.11. Add to Schedule B "Powers of the Government of Southern Sudan" on page 57 additional power as number 23 and reads as follows:

*"23. The Judiciary of Southern Sudan and administration of justice at Southern Sudan level including maintenance and organization of Southern Sudan Courts, and subject to national norms and standards, civil and criminal procedure".*

2.12. Add to Schedule D "Concurrent Powers" on page 60 additional power as number 32 and shall read as follows:

*"32. The regulation of land tenure, usage and exercise of rights in land".*

## 3. Agreement on Wealth Sharing, dated 7th January, 2004

3.1. The sub-section 1.7 that reads:

*"That, without prejudice to the provisions of paragraph 1.3 herein, Southern Sudan, and those areas in need of construction/reconstruction, shall be brought up to the same average level of socio-economic and public services standard as the Northern States. To achieve these objectives will take time and effort to build*

*up local institutional, human, and economic capacity. For this purpose, two special funds shall be established as provided herein"* and shall read as follows:

*"That, without prejudice to the provisions of paragraphs 1.3 and 1.4 herein, Southern Sudan, and those areas in need of construction/reconstruction, shall be brought up to the same average level of socio-economic and public services standard as the Northern States. To achieve these objectives will take time and effort to build up local institutional, human, and economic capacity. For this purpose, two special funds shall be established as provided herein"*

3.2. The sub-section 3.1. that reads:

*"The Parties agree that the basis for an agreed and definitive framework for the management of the development of the petroleum sector during the interim period shall include the following:"* shall now read as follows:

*"The Parties agree that the basis for an agreed and definitive framework for the management of the development of the petroleum sector shall include the following:"*

3.3. The sub-section 11.1. that reads:

*"There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g. school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the Parties involved in the dispute and mutually agreed expert"* shall read as follows:

*"There shall be a fair and equitable division of government assets. An asset shall in the first instance be allocated to the level of government responsible for the function in respect of which the asset is related (e.g. school buildings to the level of government responsible for education). In the event of a dispute, the Parties agree that such dispute shall be referred to a committee comprising a representative of each of the parties involved in the dispute and mutually agreed expert and its decision shall be final and binding".*

3.4. The sub-section 15.5. that reads:

"............... *The Trust Funds shall be operational for the Pre-Interim Period, and shall thereafter be transformed into (i) one MDTF dedicated to the Southern Sudan Reconstruction and Development Fund (the "SRRDF")"* shall now read as follows:

"............... *The Trust Funds shall be operational for the Pre-Interim Period, and shall thereafter be transformed into (i) one MDTF dedicated to the Southern Sudan Reconstruction and Development Fund (the "SSRDF")"*

## 4. Machakos Protocol, dated 20th July 2002

4.1. The Machakos Protocol shall be appropriately re-numbered without amendment to the text or to its meaning.

4.2. The sub-section 3.2 that reads:

"*National Government*" shall now read as follows:

"*National Legislation*"

4.3. The sub-section 3.2.1 that reads:

"*There shall be a National Government which shall exercise such functions and pass such laws as must necessarily be exercised by a sovereign state at national level. The National Government in all its laws shall take into account the religious and cultural diversity of the Sudanese people*" shall now read as follows:

"*There shall be a National Legislature which shall exercise such functions and pass such laws as must necessarily be exercised by a sovereign state at national level. The National Legislature in all its laws shall take into account the religious and cultural diversity of the Sudanese people*"

4.4. The sub-sections 5.2 and 5.2.1 and 5.2.2 are to be deleted as they are identical to sub-sections 2.4, 2.4.1 and 2.4.2 and do not need to be repeated.

## 5. Protocol on the Resolution of the Conflict in Southern Kordofan and Blue Nile States, dated 26th May, 2004:

5.1. The Footnote in the Preamble on page 2 shall be deleted as the name of the State has been agreed upon by the Parties to be "Southern Kordofan".

5.2. The sub-section 1.3. that reads:

"*Development of human resources and infrastructure shall be the main goal of the State. It shall be conducted to meet human needs in accordance with the best-known practices of sustainable development within a transparent and accountable framework*" shall now read as follows:

"*Development of human resources and infrastructure shall be the main goal of the government of State. It shall be conducted to meet human needs in accordance with the best-known practices of sustainable development within a transparent and accountable framework*"

5.3. The sub-section 3.3 that reads:

> *"That the legislatures of the two States shall each establish a Parliamentary Assessment and Evaluation Commission to assess and evaluate the implementation of the agreement in each State. The two Commissions shall submit their reports to the legislatures of the two States by the fourth year of the signing of the Comprehensive Peace Agreement"* shall now read as follows:
>
> *"That the legislatures of the two States shall each establish a Parliamentary Assessment and Evaluation Commission to assess and evaluate the implementation of the agreement in each State. The two Commissions shall submit their reports to the legislatures of the two States by the end of fourth year of the signing of the Comprehensive Peace Agreement"*

5.4. The sub-section 3.6 that reads:

> *"Should any of the legislatures of the two States, after reviewing the Agreement, decide to rectify, within the framework of the Agreement, any shortcomings in the constitutional, political and administrative arrangements of the Agreement, then such legislature shall engage in negotiations with the National Government with the view of rectifying these shortcomings"* shall now read as follows:
>
> *"Should either of the legislatures of the two States, after reviewing the Agreement, decide to rectify, within the framework of the Agreement, any shortcomings in the constitutional, political and administrative arrangements of the Agreement, then such legislature shall engage in negotiations with the National Government with the view of rectifying these shortcomings"*

5.5. The sub-section 5.6 that reads:

> *"There shall be State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch"* shall read as follows:
>
> *"There shall be a State Security Committee to be chaired by the Governor of the State. The Committee shall include, among others, the Military Commander of the area, his Deputy, the Director of the State Police and Director of the State National Security Branch"*

5.6. The sub-section 5.8 that reads:

*"The State Police Service shall adhere to the National standards and regulations as set forth by National Police Service"* shall read as follows:

*"The State Police Service shall adhere to the national standards and regulations as set forth by National Police Service"*

5.7. The sub-section 6.4 that reads:

*"The State Legislature shall legislate for the state within its legislative powers as stipulated in schedule (A) attached herewith"* shall now read as follows:

*"The State Legislature shall legislate for the state within its legislative powers as stipulated in schedule A read together with schedules B and C attached herewith"*

5.8. The sub-section 7.4 that reads:

*"The State legislations shall provide for guarantees for the independence and impartiality of the State judiciary and ensures that state judges shall not be subject to political or other interference"* shall read as follows:

*"The State legislation shall provide for guarantees for the independence and impartiality of the State judiciary and ensure that state judges shall not be subject to political or other interference"*

5.9. The sub-section 7.6 that reads:

*"The National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution"* shall read as follows:

*"Notwithstanding the provisions in sub-section 7.5, the National Legislature shall determine the civil and criminal procedures to be followed in respect of litigation or prosecution under National laws in accordance with the Interim National Constitution"*

5.10. The sub-section 8.3 that reads:

*"Oil producing state is entitled to two percent (2%) of the oil produced in that state, as specified in the Wealth Sharing Agreement"* shall read as follows:

*"An oil producing state is entitled to two percent (2%) of the net oil revenue produced in that state, as specified in the Wealth Sharing Agreement"*

5.11. The sub-section 8.4 that reads:

*"The state shall be represented in the Fiscal and Financial Allocation and Monitoring Commission, which shall ensure transparency and fairness in regard to allocation of the share due to the state from the Nationally collected revenues and ensure that allocations due to the state are not withheld"* shall be as follows:

*"The state shall be represented in the Fiscal and Financial Allocation and Monitoring Commission, which shall ensure transparency and fairness in regard to the allocation of the share due to the state from the Nationally collected revenues and ensure that allocations due to the state are not withheld"*

5.12. The sub-section 9.8 that reads:

*"In case of conflict between the findings and recommendations of the National Land Commission and the State Land Commission which cannot be resolved by agreement, the two Commissions shall reconcile their positions. Failure to reconcile, the matter shall be referred to the Constitutional Court for adjudication"* shall read as follows:

*"In case of conflict between the findings and recommendations of the National Land Commission and the State Land Commission which cannot be resolved by agreement, the two Commissions shall reconcile their positions. In the event of failure to reconcile, the matter shall be referred to the Constitutional Court for adjudication"*

5.13. Add to Schedule B "Concurrent Powers" on page 18 additional power as number 26 and shall read as follows:

*"26. The regulation of land tenure, usage and exercise of rights in land"*

5.14. Schedules A "The Exclusive Executive and Legislative Competencies of the Two States" and Schedule B "Concurrent Powers" shall be read without prejudice to Schedule A "National Powers" of the Power Sharing Agreement.

## 6. Protocol on the Resolution of The Abyei Conflict, dated 26th May, 2004

6.1. The Title of the Protocol to be changed to:

*"Protocol between the Government of the Sudan and the Sudan People's Liberation Movement/Army on the Resolution of the Abyei Conflict"*

6.2. The sub-section 4.3.4. that reads:

> *"If necessary, recommend to the Presidency the relief of the Chief Administrator or his/her Deputy"* shall read as follows:
>
> *"If necessary, recommend to the Presidency the removal of the Chief Administrator or his/her Deputy"*

## 7. **Framework Agreement on Security Arrangements, dated 25th September, 2003**

7.1. The sub-section 3.b. that reads:

> *"Except for those deployed in the Joint/Integrated Units, the rest of the forces of SAF currently deployed in the south shall be redeployed North of the South/North border of 1/1/1956 under international monitoring and assistance within and up to two and one half years (2 ½) from the beginning of the pre-Interim Period"* shall now read as follows:
>
> *"Except for those deployed in the Joint/Integrated Units, the rest of the forces of SAF currently deployed in the South shall be deployed North of the South/North border of 1/1/1956 under international monitoring and assistance within and up to two and one half years (2 ½) from the beginning of the Pre-Interim Period"*

7.2. The sub-section 3.c. that reads:

> *"Except for those deployed in the Joint/Integrated Units, the rest of SPLA forces currently deployed in Nuba Mountains and Southern Blue Nile shall be redeployed South of the South/North border of 1/1/1956 as soon as the Joint/Integrated Units are formed and deployed under international monitoring and assistance"* shall now read as follows:
>
> *"Except for those deployed in the Joint/Integrated Units, the rest of SPLA forces currently deployed in Nuba Mountains and Southern Blue Nile shall be redeployed South of the South/North border of 1/1/1956 as soon as the Joint/Integrated Units are formed and deployed under international monitoring and assistance"*